



PORLAND **HOUSING** AUTHORITY

970 Baxter Blvd., Portland, ME 04103

P: 207-773-4753 | F: 207-774-6471



Landlord Informational Packet

The attached items (listed below) include additional program information.
These documents should be kept by the LANDLORD.

- Notice Regarding the Violence Against Women Act (VAWA)
- Housing Choice Voucher Program Move-in Inspection Checklist
- PHA Partner Portal
- Tenancy Addendum Form
- MaineHousingSearch.org Pamphlet
 - We encourage landlords to list any available properties on this free site.
- Landlord Participation Incentive Brochure

What happens after a Request For Tenancy Approval (RFTA) is submitted?

Upon receipt of the enclosed RFTA, Portland Housing Authority (PHA) will verify the eligibility of the unit and schedule an inspection usually within 3-5 business days. The Lease and PHA's contribution to the rent cannot begin until after a passed inspection.

After the unit passes inspection and rent reasonableness is determined, the lease dates are confirmed and you will be asked to execute a Lease with the tenant and a Housing Assistance Payment (HAP) Contract with PHA. The HAP Contract will be supplied to the Landlord for signature as it is a contract between PHA and the Landlord.

The Lease must be supplied by the Landlord as it is a contract between the Landlord and Tenant. PHA is not a party to the lease and therefore cannot enforce it. However, we do require that the Lease contains certain information:

- Names of Owner and Tenant
- Address of the rental unit, including the apartment number
- Term of the lease and any provisions for renewal
- Amount of rent to owner and any provisions for rent increases
- Information regarding utilities and appliances
- Provisions for lease termination

See reverse side for additional information.

Tenant Screening: PHA screens HCV holders for program eligibility. Landlords are responsible for their own tenant screening. Prospective landlords may request the following in writing from PHA:

- Tenant's current address
- Name and address of tenant's current landlord
- Name and address of tenant's previous landlord

Leasing to Relatives [24 CFR 982.306(d), HCV GB p. 11-2]: PHA may not approve a tenancy if the owner is a family member. PHA may make an exception as a reasonable accommodation for a family member with a disability.

HAP Timing Information: PHA can start contributing to the rent (the HAP) on a unit once it passes a Housing Quality Standards Inspection. However, HAP payments cannot be issued to an Owner until an executed HAP Contract and Lease are received and approved by PHA.

PHA only issues HAP payments on the 1st and 15th (or next business day) of the month through direct deposit. Therefore, HAP payments will be made to an Owner at the beginning or middle of the month following the receipt and approval of the HAP Contract and Lease. Depending on your bank, it can take 1-7 business days for HAP payments to reach your account.

Security Deposit [24 CFR 982.313 (a) and (b)]: PHA does not assist with security deposit payments.

HUD Website with Landlord Resources: use the QR code below or go to this URL
https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/landlord

If you have any questions throughout this process, please do not hesitate to reach out to us. We are committed to meeting the needs of our clients, landlords and community. For the best response ask the tenant who their housing officer is and contact that person directly. Otherwise, call the reception desk at 207-773-4753.





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Notice To Owners And Managers Regarding The Violence Against Women Act (VAWA)

A federal law that went into effect in 2013 protects individuals who are victims of domestic violence, dating violence, sexual assault, and stalking. The name of the law is the Violence against Women Act, or "VAWA." This notice explains your obligations under VAWA.

Protections for Victims

You cannot refuse to rent to an applicant solely because he or she is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

You cannot evict a tenant who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking based on acts or threats of violence committed against the victim.

Also, criminal acts directly related to the domestic violence, dating violence, sexual assault, or stalking that are caused by a household member or guest cannot be cause for evicting the victim of the abuse.

Permissible Evictions

You can evict a victim of domestic violence, dating violence, sexual assault, or stalking if you can demonstrate that there is an *actual and imminent* (immediate) threat to other tenants or employees at the property if the victim is not evicted. Also, you may evict a victim for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking. You cannot hold a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than you hold tenants who are not victims.

Removing the Abuser from the Household

You may bifurcate (split) the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the unit. If you choose to remove the abuser, you may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, you must follow federal, state, and local eviction procedures.

Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

If a tenant asserts VAWA's protections, you can ask the tenant to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You are not required to demand official documentation and may rely upon the victim's statement alone. If you choose to request certification, you must do so in writing and give the tenant at least 14 business days to provide documentation. You are free to extend this deadline. A tenant can certify that he or she is a victim by providing any one of the following three documents:

- A completed, signed HUD-approved certification form. The most recent form is HUD-5382. This form is available at the housing authority or online at <https://portal.hud.gov/hudportal/documents/huddoc?id=5382.docx>.
- A statement from a victim service provider, attorney, mental health professional, or medical professional who has helped the victim address incidents of domestic violence, dating violence, sexual assault, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both the victim and the professional must sign the statement under penalty of perjury.
- A police or court record, such as a protective order, or administrative record.

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If the tenant fails to provide one of these documents within 14 business days, you may evict the tenant if authorized by otherwise applicable law and lease provisions.

Confidentiality

You must keep confidential any information a tenant provides to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You cannot enter the information into a shared database or reveal it to outside entities unless:

- The tenant provides written permission releasing the information.
- The information is required for use in an eviction proceeding, such as to evict the abuser.
- Release of the information is otherwise required by law.

The victim should inform you if the release of the information would put his or her safety at risk.

VAWA and Other Laws

VAWA does not limit your obligation to honor court orders regarding access to or control of the property. This includes orders issued to protect the victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

If you have any questions regarding VAWA, please contact Portland Housing at 207-773-4753.

Definitions

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse or intimate partner of the victim
- A person with whom the victim shares a child in common
- A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
- Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction

VAWA defines *dating violence* as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

VAWA defines *sexual assault* as "any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent" (42 U.S.C. 13925(a)).

VAWA defines *stalking* as engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress



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Housing Choice Voucher Program Move-In Inspection Checklist

This checklist is designed to offer the owner a preview of the items which will be covered during a typical move-in inspection. It should be remembered that this checklist is a general guide and may not contain every item in a home. In addition, the items may vary by the type of home to be inspected.

IMPORTANT

FOUR THINGS TO REMEMBER WHEN SCHEDULING A MOVE-IN INSPECTION:

- 1. THE OWNER OR OWNER'S REPRESENTATIVE MUST BE PRESENT DURING THE INSPECTION**
- 2. THE HOME SHOULD BE VACANT; AN INSPECTION WILL NOT BE CONDUCTED IF THE PRIOR TENANT IS STILL LIVING IN THE UNIT**
- 3. ALL UTILITIES MUST BE TURNED ON AT THE TIME OF INSPECTION (ELECTRICITY, WATER, GAS, ETC)**
- 4. ALL BASEMENTS, GARAGES AND OUT BUILDINGS MUST BE OPEN AND ACCESSIBLE FOR INSPECTION**

General Inspection Criteria (these apply to each room as necessary)

	Interior and Exterior Surfaces	No chipping, peeling paint, peeling wallpaper, paneling, etc.
	Licensed Trades	All work on units must be completed by a state licensed professional if so required by law. This includes, but is not limited to, electrical, plumbing, and oil and solid fuel as applicable.
	Walls	Plaster, drywall, paneling and framing materials must be sound with no holes
	Ceilings	No leakage, major staining, sagging, holes or other damage
	Windows	Must be in good working condition, solid and intact (For bedroom windows see Page 3)
	Window screens	If present, must be in good condition
	Interior doors	Must work and be in good condition
	Exterior doors	Must be weather tight, lockable, have a threshold and all trim intact
	Floors	Must be in a clean finished state; free of holes and trip hazards
	Wood floors	Must be sanded smooth and finished, no raw wood, subfloors, concrete; all floors should have some form of baseshoe, trim or sealing
	Security	Exterior doors must lock; 1 st floor or other accessible windows must lock
	Sinks	Must have shutoff valves unless faucets are wall mounted, gas traps, stoppers and no large cracks or stains

Living room (mandatory room)

Electricity	Must have at least two working outlets or one working outlet and one permanently installed light
Window (mandatory)	Must have at least one window, in working order if so designed

Bathroom (mandatory room)

Electricity	Must have at least one permanently installed light
Flush toilet	Must work with no leaks or constant running, be sanitary with no cracks on lids, seats or main body
Tubs and showers	Must be fully operable, sanitary, properly caulked or sealed with no cracks and have a surround in good condition
Ventilation	Must have a working vent fan with clean filter or an openable window

Electrical

Ground-fault circuit-interrupter (GFCI) protection	Must be installed for all outlets in bathrooms, outlets installed to serve countertops in kitchens, outdoors (must also be covered), crawl spaces, garages and accessory buildings located at or below grade, sinks in areas other than the kitchen where receptacles are installed within 6 feet of the outside edge of the sink, in unfinished basements and boathouses.
Romex type plastic wiring	May not be exposed in a living area
Electric hazards	Open junction boxes, ungrounded three-prong outlets, cracked or missing outlet or switch covers, missing globes or light bulbs, missing knockouts, dangling unsecured wires and other electric hazards are not allowed anywhere in the unit including basements

Heating and Plumbing

Unvented space heaters	Never allowed (except electric)
Boilers or furnaces	All oil or gas fired units must be serviced each year and a current tag placed at the unit by the technician who did the work
All heating equipment	Must be compliant with all applicable codes
Water	Must be from an approvable system, have no odor or color; hot and cold water is required at all sinks and tubs/showers
Sewer	Must have no leaks or smell of sewer gas and be connected to an approvable public or private disposal system
Water heater	Must be code compliant and have a pressure relief drain line installed to within 6"-12" of the floor
Wood, wood pellet heat	Must meet all state and local codes

Kitchen (mandatory room)

Electricity	Must have at least one working outlet and one permanently installed light
Outlets	All outlets along or serving the kitchen counters and within 6 feet of the outside edge of a sink must be GFCI protected
Stove or range w/oven	Must be clean and in working order
Range hood (if present)	Must be operable and have a clean filter
Refrigerator	Must maintain adequate temperature to protect food, freezer must work
Cabinets, counter space	Must have adequate area to prepare, store and serve food

Bedrooms

Electricity	Must have at least two working outlets or one working outlet and one permanently installed light
Window (mandatory)	<p>Must always have at least one window; unless the unit is fully sprinkled at least one fully operational window must be present and have an openable area of at least 5.7 sq. ft.</p> <p>Any building constructed after 1976 shall be required to comply with the requirement to provide 5.7 square feet of net clear opening with a minimum width of 20" and a minimum height of 24". The window shall also meet all other requirement for egress windows contained in NFPA 101 Life Safety Code. Any replacement windows installed in a building constructed after 1976 shall be required to meet the net clear opening of 5.7 square feet. This shall be measured with the window in its natural open position.</p> <p>Any building constructed before 1976 will be allowed to meet the following specifications. The net clear opening would be allowed to meet the minimum 20" in width and 24" in height with a total net clear opening of 3.3 square feet; if the window is constructed of wood or vinyl and the overall window sash size meets a minimum of 5.0 square feet. The window shall meet all other requirements for an egress window as specified in NFPA 101 Life Safety Code as adopted by the Office of State Fire Marshal. Any replacement window installed in a building constructed before 1976 shall meet the same requires as the existing windows and shall not reduce the existing net clear opening below the minimum requirements.</p>
Carbon monoxide detector	There must be one AC powered with battery backup carbon monoxide detector within 15 feet of each bedroom

Building Exterior and Structural Integrity

Roofing	Roofs on all buildings including, garages, barns, sheds and outbuildings must be leak free, show no signs of advanced aging or deterioration
Siding	All buildings must have continuous siding with no major holes or tears
Yard and grounds	Must be maintained in reasonable condition
Guardrails	Must be installed wherever falling hazards are approximately 30 inches or more above the ground
Drainage	Proper interior and exterior drainage system must be present which prevents pooling water and development of mold, rot, etc.
Structural Integrity	All structures associated with the unit must be sound with no evidence of collapse or potential for injury or death
MOBILE HOMES ONLY	Manufactured homes must have proper HUD approved tie-down devices capable of surviving wind loads common to the area
Numbering	All units and buildings must be clearly and properly numbered

Health and safety

Smoke detectors	At a minimum there must be one smoke detector on each level of the unit including the basement; hard-wired smoke detectors must be installed on all floors including the basements and interior common hallways in all units in apartment buildings with 3 or more units. It is recommended that only hard-wired smoke detectors be used in all applications and that one be installed in each bedroom.
Lead-based paint	All peeling paint on or in buildings built before 1978 and having children under 6 years of age will be treated as lead-based paint and must be stabilized as required by law (contact MaineHousing for details)
Indoor air quality	Although some mold presence is normal, mold amplification is not. The unit must be free from abnormally high levels of air pollution caused by carbon monoxide, sewer gas, fuel gas, dust or other harmful pollutants. Although HUD does not specifically address such items as mold, radon or asbestos, MaineHousing will categorize by definition these under "harmful pollutants".
Insect and rodent infestation	MaineHousing's interpretation is to assume any infestation as "serious and persistent" and fail the unit. Owners will be required to show proof of correction attempts for the unit to pass upon re-inspection. Any Maine state laws regarding infestations must be followed. MaineHousing inspectors will not perform an inspection if they determine that any infestation or suspected infestation constitutes a threat to their health and safety.
Stairs and handrails	All stairways and porches must be in good condition and free of trip hazards; handrails are required on most stairways with 4 or more steps
Clutter, excess storage, debris	Is not allowed in the interior or exterior of the unit and building if deemed a safety hazard or eyesore by the inspector
Hazardous materials	Such as gasoline or propane are not allowed in the building
Fire safety	All doors and pathways to exits must be clear; double keyed deadbolts are not allowed on doors; if present, fire extinguishers must have a current inspection tag; all sprinkler systems must have a current inspection tag; emergency lighting must be fully functional, and where applicable all exit signs must be present and in the proper locations



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PHA Landlord Partner Portal

The Landlord Partner Portal is an online tool that allows landlords associated with Housing Choice Vouchers through PHA to review information about payments and tenants at their convenience. Information can be accessed 24 hours a day, 7 days a week. By simply creating an account, you will have the opportunity to view information regarding your property such as:

- Housing Assistance Payments (HAP) History
 - Up to a full year of past payments
- PHA Help and Question email connections so you will reach the staff member you need to speak to.
- 1099s available online
- HQS Inspection Schedules and result history
- Vacant unit listing service that all renters can access
- And much more

Valid email address and Tax ID are required to create an account in this system.

The first time you access the Landlord Partner Portal you will do so by going to PHA's website at www.porthouse.org and clicking on "Landlord Portal" on the home page, or use the QR Code below.



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TENANCY ADDENDUM
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program
(To be attached to Tenant Lease)

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

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

OMB Burden Statement. The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reading the contract. No information is collected on this form. The form is required to establish contract terms between the participant family and owner and is required to be an addendum to the lease (24 CFR § 982.308(f)). Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

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

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

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.
- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual”, “bifurcate”, “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
 - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
 - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
 - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property

(including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).

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

i. Actual and Imminent Threats:

- (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
- (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

- j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA’s emergency transfer plan. 24 CFR 5.2005(e). The PHA’s emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant’s dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant; For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an

emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

k. Bifurcation: Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
- (2) Establish eligibility under another covered housing program; or
- (3) Find alternative housing.

l. Family Break-up: If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

m. Move with Continued Assistance: The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence, dating violence, sexual assault or stalking; and
- (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from

further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

n. Confidentiality.

- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
- (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
- (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

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

11. Owner notice of grounds

- a. 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.
- b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- c. 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.

12. Lease: Relation to HAP Contract

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

13. 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.

14. Family Move Out

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

15. 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.

16. Prohibition of Discrimination

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

17. 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.

18. 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.

19. Notices

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

20. 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.



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MaineHousingSearch.org is a free online rental listing service that links people who need housing with the housing they need.

- FREE search and list for rental housing
- Detailed listings can include pictures, maps, eligibility requirements (if applicable) and much more
- Quick and easy to use, with both simple and detailed search options
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- Search by amount of rent, size, location, proximity to your work, and more
- Detailed, up-to-date listings with photos
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