

**HOME Investment Partnerships Program
State of Florida**

Agreement No. 2006-000TBRA

By and between the

Florida Housing Finance Corporation

And

--- Housing Authority

I. Grant Agreement

- A. This Grant Agreement, hereinafter called "Agreement" is between the **Florida Housing Finance Corporation**, hereinafter called the "**Corporation**" and the **--- Housing Authority** hereinafter called the "**Grantee**". This Agreement consists of the body and the following attachment, which is incorporated herein: **Attachment A – Scope of Services**.
- B. Together, they embody the entire Agreement between the Corporation and Grantee with the respect to this grant program. All prior agreements, representations, statements, negotiations, and understandings with respect to this program are superseded hereby.

II. Authority

- A. This Agreement is financed in part through a grant provided to the Corporation by the United States Department of Housing and Urban Development (HUD) under Title II of the *National Affordable Housing Act of 1990*, hereinafter called "the Federal Act." As provided in the Federal Act, the State of Florida, through the Corporation has elected to administer the federal program of *HOME Investment Partnerships Program*, hereinafter called "HOME."
- B. The Corporation, in accordance with provisions of Section 420.5089, Fla. Stat., hereinafter called "the State Act," has entered into this Agreement with the Grantee and allotted funds for the purpose of supporting the Grantee's HOME Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.

III. Description of Activities

Grantee agrees to perform the work specified in the Attachment A and in compliance with the requirements of 24 CFR Part 92 and all State and Corporation Tenant Based Rental Assistance program requirements and policies.

IV. Period of Performance & Commitment

- A. The period of performance for all activities assisted by this Agreement shall commence on the contract date of _____, **2006**, hereinafter called the "Commencement Date," and shall be complete on _____, **2008**, hereinafter called the "Completion Date," except those activities required for closeout.
- B. All **FFY 2004** funds must be committed to projects according to the HOME Rule by **July 1, 2007**, hereinafter called the "Commitment Date."
- C. The Corporation and the Grantee may renew the terms of this Agreement for a period of one year upon written mutual agreement by both parties.

V. **Compensation**

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Corporation shall provide the Grantee a total of \$_____ in HOME funds. In addition, an administrative fee of 10% of the funds drawn will be provided. Such HOME funds shall be used by the Grantee in accordance with the activities listed and budgeted on Attachment A. Administrative funds will be disbursed for actual costs incurred in the administration of this contract. Documentation that supports the utilization of administrative funds must be maintained.
- B. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Corporation may terminate or amend this Agreement and will not be obligated to pay the Grantee.
- C. The Grantee shall not anticipate future funding from the Corporation beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Corporation to expend funds beyond the termination of this Agreement.

VI. **Indemnification**

The Grantee shall indemnify, defend, and hold harmless the Corporation and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or contractor. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement. Grantees liability to indemnify the Corporation and its officers and employees shall include liability arising from lead-based paint regulations found in 24 CFR 35.

VII. **Obligations of Grantee**

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee, except that those services provided by a certified HQS Inspector may be contracted to a third party under the direct supervision of the Grantee and in accordance with the terms of written contracts.
- B. A certified Housing Quality Standards, (HQS), inspector will perform all initial, annual, periodic and/or special unit inspections. Inspections shall be in accordance with guidelines provided in 24 CFR 982.401.
- C. The grantee will adhere to lead-based paint program requirements for all units. This requirement applies to tenants requesting security/utility deposits as well as to those applying for rental assistance coupons. During initial and periodic inspections, an inspector acting on the behalf of the Grantee and trained in visual assessment for deteriorated paint surfaces in accordance with procedures established by HUD shall conduct a visual assessment of all painted surfaces in order to identify any deteriorated paint (24 CFR Part 35.1215 (a)(1)). The visual assessment must take place as part of the initial and periodic inspections required by HUD (24 CFR Part 35, Sec. 92.209(i)). TBRA funding cannot be provided until the unit passes the lead-based paint visual inspection.
- D. If assisted occupancy has commenced prior to an annual or periodic inspection, and the visual inspection reveals deteriorated lead-based paint, the owner shall stabilize each deteriorated paint surface in accordance with 24 CFR Part 35.1330(a) and (b). Such paint stabilization must be completed within 30 days of notification to the owner of the results of the visual assessment. Depending upon the scope of the work undertaken to stabilize the paint, and if necessary, the owner at his/her expense, is responsible for relocating the tenants to a comparable, safe, and sanitary dwelling free of lead-based paint while the work is taking place. Paint stabilization is considered complete when clearance is achieved in accordance with 24 CFR Part 35.1340. The owner shall provide a notice to occupants in accordance with 24 CFR 35.125(b)(1) and (c) describing the results of the clearance examination.

- E. The Grantee will provide lead-based paint disclosure information to all tenants and landlords. Optional blood level verification forms will be provided to tenants with children under age 6 who have selected units that were constructed prior to 1978. Addresses of tenants with children under age 6 living in pre-1978 structures will be provided to the Local Health Department quarterly. (Refer to 24 CFR 35.1225)
- F. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of part or the entire program being assisted under this grant.
- G. The Grantee shall require any third party to comply with all lawful requirements necessary to insure that the program is carried out in accordance with this Agreement.
- H. The Grantee shall adhere to the uniform administrative requirements of 24 CFR 92.505.
- I. The Grantee shall provide the Corporation with copies of the most recent and ongoing Section Eight Management Assessment Program (SEMAP) scores and all follow-up documentation, corrective action plans and reports.

VIII. **Program Costs**

- A. The Grantee, if not environmentally exempt, shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Corporation has issued the "Notice of Release of Funds."
- B. Any program activities performed by the Grantee in the period prior to the Agreement Commencement Date shall be performed at the sole risk of the Grantee. In the event this Agreement is not duly executed by the Grantee, the Corporation shall be under no obligation to pay the Grantee for any costs incurred or monies spent in conjunction with program activities, or to otherwise pay for any activities performed during such period.
- C. At any time during the period of performance under this Agreement, the Corporation may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Corporation shall disallow any items of expense that are not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.

IX. **Drawdown of Grant Funds**

- A. The Grantee shall be entitled to drawdown funds at the time the funds are actually needed for payment. Funds are to be drawn for immediate cash needs only, as required in U.S. Department of Treasury Circular 1075. The Grantee shall not issue TBRA to a beneficiary until such time as all project set-up information has been received and entered into the Integrated Disbursement Information System (IDIS). Grantee shall use the Tenant Based Rental Assistance Activity Set-up Report, Attachment B, to collect such information.
- B. The Grantee shall establish procedures to insure that any funds set forth in (A) above shall be expended within fifteen (15) days of receipt of the funds in the electronic depository account.

X. **Depositories for Program Funds**

- A. The Grantee must establish a separate account in a local financial institution for the receipt, deposit, and disbursement of HOME TBRA Program funds from the Corporation.
- B. The local account will also be used for the deposit and disbursement of repayments of HOME funds. Program income must be disbursed prior to requesting HOME funds from the Corporation.

XI. **Financial Management**

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds used in the HOME Program, and follow the requirements of 24 CFR 85.20 and OMB Circular A-122 or A-87, respectively.
- B. Grantees shall certify to the Corporation, in writing, prior to making the first drawdown of funds that the system proposed for use shall meet the following standards:
 - 1. Maintenance of separate accounting records and source documentation for the HOME Program;
 - 2. Provision for accurate, current, and complete disclosure of the financial status of the Program;
 - 3. Establishment of records of budgets and expenditures for each approved activity;
 - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 - 5. Provision of financial status reports in the form acceptable to the Corporation;
 - 6. Compliance with the applicable audit requirements (OMB Circular A-133), and;
 - 7. Consistency with generally accepted accounting principles, 24 CFR 85.20, and OMB Circulars A-57 or A-87.
- C. Grantees shall transfer to the Corporation any unencumbered HOME funds on hand at the time of expiration of this Agreement, and any accounts receivable attributable to the use of HOME funds, as required in 24 CFR 92.503.

XII. **Program Income**

The Grantee shall retain any repayment, interest, and any other return on the investment of HOME funds to be used for additional HOME eligible activities.

XIII. **Monitoring and Reporting**

- A. The Grantee shall monitor the activities of the HOME Program, including those of the contractors and subcontractors, to ensure that all program requirements are being met. The Grantee shall establish and maintain a standard procedure for internal monitoring.
- B. From time to time, as requested in writing by the Corporation, the Grantee shall submit such data and other information as the Corporation may require.
- C. Failure to report as required or respond to requests for data or information in a timely manner shall be grounds for suspension or termination of the Grant at the discretion of the Corporation.

XIV. **Procurement Procedures**

- A. The Grantee shall use established procurement procedures, which reflect applicable Federal, State and local law and regulations (24 CFR 84.40-84.48).
- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into

support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

- C. The Grantee shall abide by the requirements of 24 CFR 24.200 concerning debarment and suspension on procurement procedures.

XV. **Program Closeout**

- A. Program Closeout is the process by which the Corporation determines that all applicable actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Corporation monitoring visits must be cleared prior to closeout.

XVI. **Termination for Convenience**

- A. The Corporation or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.
- C. If a project is terminated before its completion, an amount equal to the HOME funds disbursed for the project must be paid by the HOME recipient to its HOME Investment Trust Fund. Such Funds are due to the Corporation within 30 days of the date of project cancellation. Such funds shall be returned to HUD by the Corporation in compliance with HUD Notice CPD 92-18, issued June 9, 1992.

XVII. **Suspension or Termination-for Cause**

- A. The Corporation may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee, withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Corporation to terminate the grant.
- B. The Corporation, after reasonable notice following procedures pursuant to Section XVIII (A) of this Agreement, may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Corporation shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date.

XVIII. **Audit Requirements**

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the U.S. Single Audit Act of 1984, as amended and Office of Management and Budget (OMB) Circular A-133, as amended.
- B. If the Grantee expends \$500,000 or more in a year in Federal awards, the Grantee shall have a single audit or program specific audit if so elected, conducted for that year in accordance with the provisions of OMB Circular A-133, as amended.
- C. Grantees are required to submit one copy of the fiscal year audit report covering the program. The audit reports shall be sent to the Corporation within 30 days after the completion of the audit, but no later than one-hundred eighty (180) days after the end of the audit period unless agreed to by the Corporation.

- D. If any expenditures are disallowed as a result of the audit report, the obligation for reimbursement shall rest with the Grantee.

XIX. Retention of and Access to Records

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with Chapter 119, Fla. Stat., and in accordance with 24 CFR 85.42 and 24 CFR 92.508.
- B. Authorized representatives of the Corporation, the Florida Auditor General, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and receipt of assistance under the HOME Program as may be necessary to make audits, examinations, excerpts, and transcripts.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsections (A) and (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.
- D. The Grantee shall establish and maintain sufficient records for a minimum of five years to enable the Corporation to determine whether the Grantee has met the requirements of the HOME Program. The Grantee shall follow the guidelines in 24 CFR 92.508.

XX. Conflict of Interest

- A. In the procurement of supplies, equipment, construction, and services by Grantees and subgrantees, the conflict of interest provisions, Attachment O of OMB Circular A-110 and 24 CFR 85.36, respectively, shall apply. In all cases not governed by the provisions of said circular and regulation, the provisions of subsection (B) and 24 CFR 92.356 (b) shall apply.
- B. No member of the governing body, officers or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ, any employee of the Corporation.

XXI. Equal Opportunity

The Grantee agrees to comply with all the requirements relating to fair employment practices, to the extent applicable and shall cause the foregoing provision to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties. Grantee will conduct and administer the grant in conformity with 24 CFR 92.350.

XXII. Lobbying

The undersigned certifies, to the best of his or her knowledge and belief that:

- 1. No appropriated federal funds have been paid, or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit *Disclosure Form to Report Lobbying* (Standard Form-LLL), in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

XXIII. Waiver of Enforcement

No waiver by the Corporation of the right to enforce any provision of this Agreement shall be deemed a waiver of the right to enforce each and all the provisions hereof.

XXIV. Revisions and Amendments and Approvals

- A. Any changes to this Agreement shall constitute an amendment.
- B. The Grantee shall not expand, enhance, commingle or add to the scope of the program, covered by the Agreement.
- C. Amendments of the terms of this Agreement shall not become effective unless reduced to writing, numbered, agreed to and signed by the Corporation and the duly authorized representative of the Grantee.

XXV. Contractual Provisions Attachments

The provisions found in Contractual Provisions Attachment, which is attached hereto.

Attachment A – Scope of Services

Attachment B – Payment Request Form

Form HUD-40095 – Tenant Based Rental Assistance Set-Up Report

Dated by the Corporation this ____ day of _____, 2006

FLORIDA HOUSING FINANCE CORPORATION

By: _____
Stephen P. Auger
Executive Director
Florida Housing Finance Corporation

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me this ____ day of _____ by Stephen P. Auger as Executive Director for the Florida Housing Finance Corporation.

Signature of Notary Public

Printed Name of Notary Public

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____.

-- HOUSING AUTHORITY

By: _____
Signature of Authorizing Official

Printed Name and Title of Authorizing Official for Grantee

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ as _____ for _____.

Signature of Notary Public

Printed Name of Notary Public

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____.

SCOPE OF SERVICES

1. The Grantee agrees to work with the Corporation to locate and assist low income households of the State of Florida in accordance with the provisions contained in the Federal Act, the State Act, the HOME Program regulations (24 CFR Part 92) and this Agreement. Preference will be given those households who have been displaced from their primary residence as a result of natural disaster. Grantee responsibilities include but are not limited to:
 - a) Providing Tenant Based Rental Assistance (TBRA), security deposit and utility deposit assistance; and
 - b) Counseling of prospective tenants regarding landlord/tenant responsibilities, methods of locating suitable units and equal housing opportunity laws.
2. The Corporation and/or the Corporation's monitoring agents will monitor the performance of the Grantee as it relates to this Agreement on a periodic basis.
3. Eligible Households include those households who have incomes at or below 80 percent of area median income, adjusted for family size, as established by HUD. For each fiscal year, at least 90 percent of Eligible Households assisted through HOME TBRA must be at or below 60 percent of area median income, adjusted for family size.
 - a) Eligibility is determined by comparing the household's anticipated gross annual income for the next twelve months to the income limits for the appropriate household size. (The definition of annual income as defined in Section 8 of the United States Housing Act of 1937.) Verification of income should be completed in accordance with the rule of the Section 8 Housing Choice Voucher Program. A self-affidavit executed by the household is acceptable if third party verification cannot be obtained.
 - b) Written certification of income eligibility must be obtained prior to occupancy. If applicants or household members that are being assisted have given false information, the Grantee must notify the Corporation and rental assistance must be terminated.
 - c) Eligible Households who receive assistance under this Agreement and who are currently on a waiting list for a Section 8 Housing Choice Voucher Program cannot be removed from that waiting list and must be transitioned from the HOME TBRA program to the Section 8 program if a Housing Choice Voucher becomes available to them.
4. Rental assistance is limited to an initial twelve month period. No TBRA application shall be accepted by the Grantee after expiration of this contract unless otherwise extended in writing by the Corporation, but in no event will the contract be extended beyond an additional one year.
5. The Grantee is responsible for obtaining the following documentation for each Eligible Household applying to receive TBRA:
 - a) Applicant In-Take Form (Exhibit 1) and Tenant Income Certification (Exhibit 2), or HUD 50058 Form
 - b) Landlord Agreement to Participate Form (original), and (Exhibit 3)
 - c) Signed Lease and Lease Addendum (copy). (Exhibit 4)

If providing the HUD 50058 Form, Grantee must also provide the amount of security and utility deposit paid to the tenant (if applicable).
6. The Grantee must provide income verifications for each tenant.
7. Rental assistance under this program is portable and is available to Eligible Households to rent the unit of their choice provided it does not already receive any form of rental assistance. The assistance is conditioned upon the execution of a Lease Addendum between the landlord and the Eligible Household.
8. On the 18th of every month, the Grantee will transmit to the Corporation a Monthly Payment Authorization form (Attachment B), authorizing payment for all Eligible Households. Households that are subsequently determined to be ineligible or who have served notice they have vacated must be removed from the next monthly submittal.

9. The Grantee will apply its stated method of continued program participation, including annual income certification and unit inspections, as documented in their Section 8 Housing Choice Voucher Program plan.
10. Assisted units may be publicly or privately owned; however, units covered under a project-based rental assistance agreement or Public Housing Authority units are not eligible. Units in a project partially covered by a project-based rental assistance agreement are eligible, provided that there is not project-based assistance available for the unit in question.
11. The Grantee will be required to inspect units at initial occupancy and certify to the Corporation that the unit meets minimum HUD Housing Quality Standards (HQS).
12. Units in cooperative housing developments are ineligible for assistance under this Agreement.
13. The landlord shall execute a Landlord Agreement to Participate and a Lease Addendum with the tenant.
14. There is no requirement regarding the term of the lease, but subsidy payments to the landlord under the HOME TBRA program shall not exceed 12 months from the date of initial occupancy and in no event exceed the actual period of occupancy, if less than 12 months. The tenant shall be solely responsible for any damages caused by breaching the lease that exceed the security deposit.
15. Rental assistance calculations may be prorated during the initial month. Leases should begin on the first day of the actual tenant occupancy. If the lease is executed for any day other than the first of the month, the Grantee is responsible for paying the prorated subsidy portion of the rent for that month from proceeds provided by the Corporation.
16. Certain lease provisions are prohibited under the Regulations. These provisions are contained in the Lease Addendum which shall be executed by the landlord and tenant.
17. The amount of rental assistance paid on behalf of an Eligible Household is limited to the difference between the established rent for the unit and thirty percent (30%) of the Eligible Household's gross monthly income.

Example: \$500 rent and \$12,000 annual gross income would require a subsidy of: $(\$12,000/12 \text{ months}) \times .30 = \300 (tenant payment)
 $\$500 \text{ rent minus } \$300 \text{ tenant payment} = \$200 \text{ monthly subsidy}$

Exclusions are permissible when calculating income, (e.g., dependents, disability, elderly, and child care).
 Utility allowances are permissible when calculating rent.
18. Applicants whose subsidy calculations is less than \$50.00 per month is not eligible to receive TBRA.
19. Applicants whose tenant calculations is less than \$5.00 per month is not eligible to receive TBRA.
20. The Grantee shall receive an initial \$5,000.00 advance for operating expenses. These funds may be used to pay for security deposits, utility deposits and the tenants' initial month's pro-rated rent subsidy. The Grantee shall ensure that any security or utility deposit amount provided under this program must be refundable by the landlord to the Grantee not to the tenant. The Grantee may then elect to remit the recovered deposits to the tenant or use the funds to provide additional rental assistance in accordance with the Grantee's established operating procedures. Additional funds may be requested once the initial \$5,000.00 is committed or expended. Upon request of additional funds, the Grantee may be asked to submit proof to the Corporation of disbursement of the initial \$5,000.00. The Grantee shall return all unused funds to the Corporation upon termination of this Agreement.
21. In addition, the Grantee shall receive an administrative fee (the "Fee") of 10% of the funds drawn. Such HOME funds shall be used by the Grantee in accordance with the activities listed and budgeted herein. Administrative funds will be disbursed for actual costs incurred in the administration of this contract. Prior to payment of the Fee, the Grantee must submit to the Corporation the required documentation listed in Section 5 herein. Documentation that supports the utilization of administrative funds must be maintained.
22. Issues not covered in this agreement are to be handled in accordance with HUD 24 CFR Part 92.

TBRA APPLICANT INTAKE
(Completed by Participating Agency (PHA))

DATE: _____ NAME of PHA: _____

I. Applicant Information

Name of Head of Household: _____ Contact Phone #: _____

of persons in household: _____ Gross Annual Household Income: _____

Is gross annual household income less than 80% of area median income based on household size? Yes or No
If No, STOP. Applicant does not qualify.

Proof of displacement: FEMA certification _____ (Obtain copy) or Other _____ (Explain)

Previous Address: _____

If displaced by hurricane and no FEMA certification exists, PHA must verify (visual inspection) that the residence is no longer habitable

Verified? (circle one) Yes No Not Applicable (FEMA certification attached)

II. Landlord Information

Name: _____ Contact Phone #: _____

Mailing Address: _____

Payment Method Preferred by Landlord: Direct Deposit Mail Check

III. Rental Unit Information

Address: _____

County: _____ # of Bedrooms: _____

Monthly TBRA Rent: _____ Monthly Tenant Rent: _____ Move In Date: _____

Security Deposit Paid by PHA: _____

Prorated First Months Rent Paid by PHA: _____

IV. Participating Agency Certification

As a representative of the Participating Agency, I hereby certify that:

1. An inspection of the property referenced in Section III was conducted on _____ by a representative of our agency and that the unit meets HUD Housing Quality Standards (HQS).

2. Both parties are aware that this is temporary assistance for a period not to exceed 12 months, both parties are aware they are obligated to notify the PHA within 10 days in the event the tenant moves out of the unit. A lease addendum has been executed between the tenant and the landlord.

Name of Agency Representative Title

Signature Date

Attachments: FEMA Certification of Displacement (unless not applicable), Tenant Income Certification (TIC).

TENANT INCOME CERTIFICATION - TBRA

Property Name/Address: _____	Effective Date _____
Unit # _____	# Bedrooms: _____ County _____

HOUSEHOLD COMPOSITION

HH #	Name	Sex	Relationship	DOB	Head of Household Code	Occupation of Head	Social Security #
1			HEAD				
2							
3							
4							
5							
6							

HH of Household Codes: 1 – Single/non-Elderly 2 – Elderly 3 – Related/Single Parent 4 – Related/Parent 5 - Other

ANNUAL INCOME (USE ANNUAL AMOUNTS)

HH #	(A) Wages/Salaries	(B) Benefits/Pensions	(C) Public Assistance	(D) Assets/Other Income
Totals				

(E) Gross Annual Income

HOUSEHOLD CERTIFICATION

I/We certify that the information on this form is true and complete to the best of my/our knowledge and belief. I/We consent to the disclosure of such information to the Federal or State agency with oversight of the program(s), and to the Florida Housing Finance Corporation in its capacity to monitor the property's compliance with applicable program requirements.

Signature of Lessee	(Date)	Signature of Lessee	(Date)
Signature of Lessee	(Date)	Signature of Lessee	(Date)

Unit #: _____

Household Name: _____

Gross Annual Income: (from line E) _____

Current income limit: _____

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to willfully falsify a material fact or make a false statement in any matter within the jurisdiction of a federal agency.

Eligibility Status

Income Eligible \leq 80%

Security Deposit Paid: \$ _____

BY: Tenant PHA

Utility Deposit Paid: \$ _____

BY: Tenant PHA

Pro-rated Rent Paid: \$ _____

BY: Tenant PHA

Ethnicity & Race of Head of Household

Circle One

- 11 – White
- 12 – Black or African American
- 13 – Hispanic
- 14 – Asian
- 15 – American Indian or Alaska Native
- 16 – Native Hawaiian or Other Pacific Islander
- 17 – American Indian or Alaska Native & White
- 18 – Asian & White
- 19 – Black or African American & White
- 20 – American Indian or Alaska Native & Black or African American
- 21 – Other Multi Racial

**RR
Unit Rent Information**

a. Tenant Paid Rent: _____	b. Move-in Date _____
c. Housing Assistance Payment: _____	d. Current rent limit (FMR) \$ _____
e. Total Landlord Rent _____	_____
Unit Meets Rent Restriction at <input type="checkbox"/> 30% <input type="checkbox"/> Written verification of income attached	

PHA CERTIFICATION

I have verified the information presented on this form in accordance with the requirements of the Program and the provisions of any applicable deed restrictions. I possess the documentation necessary to support this certification/recertification. To the best of my knowledge, the information presented on this form is complete and accurate.

(Signature of Owner or Authorized Representative)

(Date)

(Printed Name)

(Printed Title)

For FHFC use only

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to willfully falsify a material fact or make a false statement in any matter within the jurisdiction of a federal agency.

TBRA LANDLORD AGREEMENT TO PARTICIPATE

(Completed by PHA and Landlord)

DATE: _____

NAME of PHA: _____

I. Landlord Information

Name: _____ Social Security # or Tax ID # _____

Mailing Address: _____

Telephone Number: _____

E-Mail Address: _____

II. Rental Unit Information

Address: _____

_____ # of Bedrooms: _____

Monthly FHFC Rent: _____ Monthly Tenant Rent: _____ Move In Date: _____

Security Deposit Paid by PHA: _____

Prorated First Months Rent Paid by PHA: _____

III. Method of Payment

____ Direct Deposit (attach authorization) ____ Mail Check (delivery date of the check is beyond the control of FHFC)

IV. Landlord Certification

I hereby certify that I have read and agree to participate in and comply with the Florida Housing Finance Corporation Tenant Based Rental Assistance Program. I further certify that I agree to the following:

- 1. I must attach a fully executed copy of the HOME Lease Addendum to the Lease of each Tenant participating in this program.
- 2. _____ (Grantee) will make rental assistance payments to me for a period of twelve months from the date of initial occupancy provided the tenant remains in the unit and the unit meets HUD Housing Quality Standards (HQS). I agree to notify the Grantee within ten days if the tenant moves out. I understand that if a tenant moves out before the end of the lease term, the Grantee will only pay rent through the remainder of the month in which the tenant moves. I further agree to hold harmless the Grantee for any breach of the lease, including but not limited to, tenant's failure to make monthly rental payments.
- 3. I am obligated to repay any amounts that I receive to which I am not entitled without demand from the Grantee. Further, I agree to make no false claims for rental assistance payments.

Signature of Landlord

Date: _____

Attachments: Copy of Lease and signed HOME Lease Addendum, Direct Deposit Form

LEASE ADDENDUM

TENANT:	LANDLORD:	UNIT NO. & ADDRESS
PARTICIPATING AGENCY ("Grantee"):		

This lease addendum adds the following paragraphs to the lease between the Tenant and the Landlord referred to above ("Lease").

- A. *Purpose of the Addendum.* The Lease is hereby amended to include the provisions of this addendum because the Tenant has been approved to receive tenant based rental assistance under the Florida Housing Finance Corporation ("FHFC") Tenant-Based Rental Assistance Program ("Program").
- B. *Conflict with Other Provisions of the Lease.* In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.
- C. *Rental Assistance Payment.*
 - (1) Each month the Tenant shall make a rental payment to the Landlord in the amount of \$_____. The Tenant is responsible for this monthly payment for the entire term of the Lease unless otherwise agreed to in writing between the Landlord and the Tenant.
 - (2) Each month the Landlord shall collect from the Agency a rental assistance payment on behalf of the Tenant in the amount of \$_____. The Agency shall make this rental assistance payment to the Landlord for each month the unit is Tenant occupied, but in no case shall payments exceed 12 months from the date of initial occupancy.
- D. *Housing Standards.* The Landlord shall maintain the unit, common areas, equipment, and facilities in decent, safe and sanitary condition in accordance with HUD's Housing Quality Standards (HQS) and federal, state and local laws.
- E. *Security Deposit.*
 - (1) The Landlord has received a deposit in the amount of \$_____ as a Security Deposit. The Landlord will hold this security deposit during the period the Tenant occupies the unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.
 - (2) After the Tenant moves out of the unit, the Landlord shall refund the full amount of the security deposit to the Agency. The Landlord may, subject to state and local laws, use the security deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord shall promptly return the balance of the full amount of the security balance to the Agency.

- F. *Rent Increases.* Rent Increases during the term of the Lease are prohibited without Agency approval.
- G. *Termination of Tenancy.* The Landlord may evict the Tenant following applicable state and local laws. The Landlord must notify the Agency that eviction procedures have begun.
- H. *Prohibited Lease Provisions.* Any provision of the Lease which falls within the classifications below **shall not apply and not be enforced by the Landlord:**
- (1) *Agreement to be Sued.* Agreement by the Tenant to be sued, admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the Lease.
 - (2) *Treatment of Property.* Agreement by the Tenant that the Landlord may take, hold or sell personal property of household members without notice to the Tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant concerning disposition of personal property remaining in the housing unit after the Tenant has moved out. The Landlord may dispose of this personal property in accordance with State Law.
 - (3) *Excusing the Owner from Responsibility.* Agreement by the Tenant not to hold the Landlord or the Landlord's agents legally responsible for actions or failure to act, whether intentional or negligent.
 - (4) *Waiver of Notice.* Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
 - (5) *Waiver of Legal Proceedings.* Agreement by the Tenant that the Landlord may evict the Tenant or household members without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense before a court decision on the rights of both parties.
 - (6) *Waiver of a Jury Trial.* Agreement by the Tenant to waive any right to a jury trial.
 - (7) *Waiver of a Right to Appeal Court Decision.* Agreement by the Tenant to waive the Tenant's rights to appeal or to otherwise challenge in court a decision in connection with the Lease.
 - (8) *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome.* Agreement by the Tenant to pay attorney fees or other legal costs even if the Tenant wins the court proceedings by the Landlord against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses.
- I. *Nondiscrimination.* The Landlord shall not discriminate against the Tenant on the grounds of age, race, color, creed, religion, sex, handicap, national origin or familial status.

TENANT SIGNATURE:

By: _____
(Print name)

(Signature/Date)

LANDLORD SIGNATURE:

By: _____
(Print name)

(Signature/Date)

TENANT SIGNATURE:

By: _____
(Print name)

(Signature/Date)

FLORIDA HOUSING FINANCE CORPORATION

HOME Program
Tenant Based Rental Assistance
Payment Request Form

<p>This form shall be used in requesting a drawdown of funds for Tenant Based Rental Assistance. Fill in all appropriate blanks and type or print clearly. This form is due by the 18th of the month.</p>	<p>Mail completed form to: Florida Housing Finance Corporation Attn: Heather Boyd 227 N. Bronough St., Suite 5000 Tallahassee, FL 32301-1329</p>
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<p>Name and Address of Grantee</p> <p>Name: _____</p> <p>Address: _____</p> <p>City: _____ State _____</p> <p>Zip: _____</p>	<p>Date of _____</p> <p>Request for the month _____</p> <p>IDIS Number: _____</p>
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Social Security Number	Tenant Name	Amount Requested	Type Payment 1=Initial 2=Ongoing 3=Final
	Commitment Amount		
	Previous Disbursements (not including administration fee)		
	Disbursement Request		
	Balance (not including administration fee)		
	10% Administration Request		
	Total Request		

Name of Authorized Signatory

Title

Tenant Based Rental Assistance Set-up Report HOME Program

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB Approval No. 2506-0171
(Exp. 05/31/2007)

Note: Complete for all Tenant Based Rental Assistance Activities.

Mark Appropriate Box:

Original Submission Revision

Part A:

1. Name Participant		5. HOME Funds for Activity	
		a. Total Funds Requested	\$
2. Activity Number	3. Participant Tax ID Number	b. Participant Number	c. Dollar Amount of Funds
			\$
4. Name & Phone Number of person completing form			\$
			\$

Part B: Activity Information.

1. Term of Contract	2. County Code	3. Number of Tenants Assisted
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Part C: Household Characteristics. Enter one code only in each block.

No.	Tenant's Last Name or First 5 Letters of Last Name	No. of BRs	Tenant Payment (a)	Subsidy Amount (b)	Total Rent (a + b)	% of Area Median Income	Hisp	Race of Head of Household	Size of Household	Head of Household	Type of Contract 0=Owner T=Tenant	Is HOME Assisted Tenant in HOME Assisted Project
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												

No. of Bedrooms Code

1 - 1 Bedroom
2 - 2 Bedrooms
3 - 3 Bedrooms
4 - 4 Bedrooms
5 - 5 or more Bedrooms

Hispanic

y - yes
n - no

Race of Head of Household Code

11 - White
12 - Black or African American
13 - Asian
14 - American Indian or Alaska Native
15 - Native Hawaiian or Other Pacific Islander
16 - American Indian or Alaska Native & White
17 - Asian & White
18 - Black or African American & White
19 - American Indian or Alaska Native & Black or African American
20 - Other Multi Racial

Size of Household Code

1 - 1 Person
2 - 2 Persons
3 - 3 Persons
4 - 4 Persons
5 - 5 Persons
6 - 6 Persons
7 - 7 Persons
8 - 8 or more Persons

Head of Household Code

1 - Single/Non Elderly
2 - Elderly
3 - Related/Single Parent
4 - Related/Two Parent
5 - Other

% of Area Median Code

1 - 0 - 30%
2 - 30 - 50%
3 - 50 - 60%
4 - 60 - 80%

Part C: (con't.) Household Characteristics. Enter one code only in each block.

No.	Tenant's Last Name or First 5 Letters of Last Name	No. of BRs	Tenant Payment (a)	Subsidy Amount (b)	Total Rent (a + b)	% of Area Median Income	Hisp	Race of Head of Household	Size of Household	Head of Household	Type of Contract 0=Owner T=Tenant	Is HOME Assisted Tenant in HOME Assisted Project
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
26												
27												
28												
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31												
32												
33												
34												
35												
36												
37												
38												
39												
40												
41												

No. of Bedrooms Code

- 1 - 1 Bedroom
- 2 - 2 Bedrooms
- 3 - 3 Bedrooms
- 4 - 4 Bedrooms
- 5 - 5 or more Bedrooms

Hispanic

- y - yes
- n - no

Race of Head of Household Code

- 11 - White
- 12 - Black or African American
- 13 - Asian
- 14 - American Indian or Alaska Native
- 15 - Native Hawaiian or Other Pacific Islander
- 16 - American Indian or Alaska Native & White
- 17 - Asian & White
- 18 - Black or African American & White
- 19 - American Indian or Alaska Native & Black or African American

Size of Household Code

- 1 - 1 Person
- 2 - 2 Persons
- 3 - 3 Persons
- 4 - 4 Persons
- 5 - 5 Persons
- 6 - 6 Persons
- 7 - 7 Persons
- 8 - 8 or more Persons

Head of Household Code

- 1 - Single/Non Elderly
- 2 - Elderly
- 3 - Related/Single Parent
- 4 - Related/Two Parent
- 5 - Other

% of Area Median Code

- 1 - 0 - 30%
- 2 - 30 - 50%
- 3 - 50 - 60%

Public reporting burden for this collection of information is estimated to average 15 minutes 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.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owner or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and disbursement deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain activity-specific elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and disbursements of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

Sensitive Information: Some of the information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

Instructions for Completing the Tenant-Based Rental Assistance Set-Up Report HOME Program

Read the instructions for each item carefully before completing the form. Use a typewriter or print carefully with a ballpoint pen. Prepare an original and one copy. Retain the copy.

Applicability. This report is to be completed for each rental activity assisted with HOME funds. A single set-up report form may include up to 99 tenants so long as the term of the contract is the same for all of the tenants in the report form. For centralized State projects, the tenants must be in the same country.

Timing. Data is to be entered into IDIS before funds may be drawn down for an activity. An amended set-up report form should be submitted to increase or decrease HOME funding for the activity.

Part A: Activity Information

1. **Name of Participant.** Enter the name of the jurisdiction.
2. **Project Number.** Enter the activity number assigned by IDIS.
3. **Participant's Tax ID Number.** Enter the Tax (Employer) Identification Number for the participant.
4. **Name & Phone Number of Person Completing Form.** Enter the name and phone number, including area code, of the person to contact for further information regarding this project.
5. **HOME Funds for Activity.**
 - a. Enter the total amount of HOME funds requested for the activity.
 - b. Enter the participant number (from item 2 of the HOME Investment Partnership Agreement for Project Areas) for each fiscal year source of HOME project funds committed for the activity.
 - c. Enter the amount of HOME funds from each fiscal year by participant number.

Part B: Activity Information

Items 1 and 2 must be the same for all tenants included in a single activity set-up.

1. **Term of Contract.** Enter the term in months of tenant-based rental assistance activity.
2. **County Code.** To be completed only by States that are being administered in a centralized State HOME Program. Enter the 3-digit county code for the county in which the project is located.
3. **Number of Tenants Assisted.** Enter the total number of tenants to be assisted by this activity.

Part C. Household Characteristics.

Complete one line for each tenant receiving HOME tenant-based rental assistance from HOME funds.

Tenant's Last Name or First 5 Letters of Last Name. Enter the tenant's last name if the name is 5 letters or less. Enter the first five letters of the last name if the name is more than five letters.

Number of Bedrooms. Enter "0" for a single room occupancy (SRO) unit or for an efficiency unit, 1 for 1 bedroom, 2 for 2 bedrooms, 3 for 3 bedrooms, 4 for 4 bedrooms, and 5 for 5 or more bedrooms.

Monthly Rent (Including Utilities).

Tenant Payment. Enter the actual rent to the nearest dollar, including utilities, paid by the tenant at the time of activity completion. If the rent includes utilities, or if the rent includes partial utilities, e.g., heat, but not electricity, these utility costs must be added to the rent. Compute utility costs for the area (and in the case of partial utilities, compute costs for utilities excluded from the rent), by using the utility allowance schedule by the local Public Housing Authority (PHA) in accordance with form HUD-52667, Allowance for Tenant Furnished Utilities and Other Services.

HOME Subsidy Amount. Enter the amount from HOME funds that will be paid to the tenant or owner as a rent subsidy payment (including any utility allowances) to the nearest dollar.

Total Rent. Enter the total monthly rent (tenant payment plus HOME subsidy amount). Note: This amount may exceed the rent paid to the owner if it includes tenant-paid utilities.

Income Data.

Percent of Area Median. For each occupied residential unit, enter one code only based on the following definitions:

1. **0–30 Percent of Area Median** means a household whose adjusted income is at or below 30 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
2. **30–50 Percent of Area Median** means a household whose adjusted income exceeds 30 percent and does not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
3. **50–60 Percent of Area Median** means a household whose adjusted income exceeds 50 percent and does not exceed 60 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

4. **60–80 Percent of Area Median** means a household whose adjusted income exceeds 60 percent and does not exceed 80 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

Household Data.

Hispanic Y/N: For each occupied residential unit, enter the ethnicity for the head of household as either “Y” for Hispanic or Latino or “N” for Not Hispanic or Latino. Hispanic or Latino race is defined as a person of Cuban, Mexican, Puerto Rican, South or Central American, other Spanish culture or origin, regardless of race. The term, “Spanish origin,” can be used in addition to “Hispanic or Latino.”

Race – Head of Household: For each occupied residential unit, enter one code only based on the following definitions:

11. **White.** A person having origins in any of the original peoples of Europe, North Africa or the Middle East.
12. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as “Haitian” or “Negro” can be used in addition to “Black or African American.”
13. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
14. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains affiliation or community attachment.
15. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original people of Hawaii, Guam, Samoa or other Pacific Islands.
16. **American Indian or Alaska Native & White.** A person having these multiple race heritages as defined above.
17. **Asian & White.** A person having these multiple race heritages as defined above.
18. **Black or African American & White.** A person having these multiple race heritages as defined above.
19. **American Indian or Alaska Native & Black or African American.** A person having these multiple race heritages as defined above.
20. **Other Multi Racial.** For reporting individual responses that are not included in any of the other categories listed above.

Size of Household. Enter the appropriate number of persons in the household: 1, 2, 3, 4, 5, 6, 7, or 8 or more persons (for households or more than 8, enter 8).

Head of Household. For each residential unit, enter one code only based on the following definitions:

1. **Single/Non-Elderly.** One-person household in which the person is not elderly.
2. **Elderly.** One or two person household with a person at least 62 years of age.
3. **Related/Single Parent.** A single parent household with a dependent child or children (18 years old or younger).
4. **Related/Two Parent.** A two-parent household with a dependent child or children (18 years old or younger).
5. **Other.** Any household not included in the above 4 definitions, including two or more unrelated individuals.

Rental Assistance: Enter one code only to indicate the type of assistance, if any, being provided to the tenant.

1. **Section 8.** Tenants receiving Section 8 assistance through the Section 8 Certificate Program under 24 CFR part 882 or the Section 8 Housing Voucher Program under 24 CFR part 887.
2. **HOME Tenant Based Rental Assistance.** Tenants receiving HOME tenant-based assistance.
3. **Other Assistance.** Tenants receiving rental assistance through other Federal, State or local rental assistance programs.
4. **No Assistance.** Self-explanatory.

PART 982—SECTION 8 TENANT BASED ASSISTANCE: HOUSING CHOICE VOUCHER PROGRAM

Subpart I—Dwelling Unit: Housing Quality Standards, Subsidy Standards, Inspection and Maintenance

Source:

60 FR 34695, July 3, 1995, unless otherwise noted.

Sec.

§982.401 Housing quality standards (HQS).

(a) *Performance and acceptability requirements.* (1) This section states the housing quality standards (HQS) for housing assisted in the programs.

(2)(i) The HQS consist of:

(A) Performance requirements; and

(B) Acceptability criteria or HUD approved variations in the acceptability criteria.

(ii) This section states performance and acceptability criteria for these key aspects of housing quality:

(A) Sanitary facilities;

(B) Food preparation and refuse disposal;

(C) Space and security;

(D) Thermal environment;

(E) Illumination and electricity;

(F) Structure and materials;

(G) Interior air quality;

(H) Water supply;

(I) Lead-based paint;

(J) Access;

(K) Site and neighborhood;

(L) Sanitary condition; and

(M) Smoke detectors.

(3) All program housing must meet the HQS performance requirements both at commencement of assisted occupancy, and throughout the assisted tenancy.

(4)(i) In addition to meeting HQS performance requirements, the housing must meet the acceptability criteria stated in this section, unless variations are approved by HUD.

(ii) HUD may approve acceptability criteria variations for the following purposes:

(A) Variations which apply standards in local housing codes or other codes adopted by the PHA; or

(B) Variations because of local climatic or geographic conditions.

(iii) Acceptability criteria variations may only be approved by HUD pursuant to paragraph (a)(4)(ii) of this section if such variations either:

(A) Meet or exceed the performance requirements; or

(B) Significantly expand affordable housing opportunities for families assisted under the program.

(iv) HUD will not approve any acceptability criteria variation if HUD believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

(b) *Sanitary facilities*—(1) *Performance requirements.* The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

(2) *Acceptability criteria.* (i) The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.

(ii) The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.

(iii) The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.

(iv) The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

(c) *Food preparation and refuse disposal*—(1) *Performance requirement.* (i) The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

(ii) There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

(2) *Acceptability criteria.* (i) The dwelling unit must have an oven, and a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the family. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

(ii) The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.

(iii) The dwelling unit must have space for the storage, preparation, and serving of food.

(iv) There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

(d) *Space and security*—(1) *Performance requirement.* The dwelling unit must provide adequate space and security for the family.

(2) *Acceptability criteria.* (i) At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

(ii) The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

(iii) Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

(iv) The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

(e) *Thermal environment*—(1) *Performance requirement*. The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

(2) *Acceptability criteria*. (i) There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

(ii) The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

(f) *Illumination and electricity*—(1) *Performance requirement*. Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

(2) *Acceptability criteria*. (i) There must be at least one window in the living room and in each sleeping room.

(ii) The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

(iii) The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

(g) *Structure and materials*—(1) *Performance requirement*. The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

(2) *Acceptability criteria*. (i) Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

(ii) The roof must be structurally sound and weathertight.

(iii) The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

(iv) The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.

(v) Elevators must be working and safe.

(h) *Interior air quality*—(1) *Performance requirement*. The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

(2) *Acceptability criteria*. (i) The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

(ii) There must be adequate air circulation in the dwelling unit.

(iii) Bathroom areas must have one openable window or other adequate exhaust ventilation.

(iv) Any room used for sleeping must have at least one window. If the window is designed to be openable, the window must work.

(i) *Water supply*—(1) *Performance requirement*. The water supply must be free from contamination.

(2) *Acceptability criteria*. The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

(j) *Lead-based paint performance requirement*. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations at part 35, subparts A, B, M, and R of this title apply to units assisted under this part.

(k) *Access performance requirement*. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

(l) *Site and Neighborhood*—(1) *Performance requirement*. The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

(2) *Acceptability criteria*. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

(m) *Sanitary condition*—(1) *Performance requirement*. The dwelling unit and its equipment must be in sanitary condition.

(2) *Acceptability criteria.* The dwelling unit and its equipment must be free of vermin and rodent infestation.

(n) *Smoke detectors performance requirement*—(1) Except as provided in paragraph (n)(2) of this section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, - smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

(2) For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993 in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

[60 FR 34695, July 3, 1995, as amended at 61 FR 27163, May 30, 1996; 63 FR 23861, Apr. 30, 1998; 64 FR 26646, May 14, 1999; 64 FR 49658, Sept. 14, 1999; 64 FR 50230, Sept. 15, 1999]