

# Springfield Housing Authority

## Landlord Workshop

2023

[#housingchoicevoucher](#)

[#property management](#)

[#landlords](#)

[#entrepreneur](#)

[#tenants](#)

[#investment](#)

[#bettertogether](#)

[#community](#)



Scan me

# Agenda

5:30 – 5:45 pm	Registration/Refreshments
5:45 – 6:00 pm	Welcome & Introductions
6:00 – 6:15 pm	HUD Updates to HCV Programs
6:15 – 6:30 pm	SHA Policy Updates
6:30 – 6:45 pm	Continuum of Care Sponsorship & Presentation
6:45 – 6:55 pm	BREAK
6:55 – 7:20 pm	Legal Updates / Ask the Attorney
7:20 – 7:30 pm	Questions & Answers

# Welcome & Opening Remarks

Latina Faulkner

Housing Choice Voucher Program Manager

Dr. Jackie L. Newman

Executive Director

# HUD Updates

Melissa Huffstedtler, Deputy Director/Acting Director of HCV

- National Standards for the Inspection of Real Estate (NSPIRE)  
Effective October 1, 2023
- Housing Opportunities Through Modernization Act of 2016 (HOTMA)  
Updates to the HCV Program
- Moving to Work (MTW) Proposed Policies Pending HUD Approval

# National Standards for the Inspection of Real Estate



HUD Published the NSPIRE Final Rule on Thursday, May 11, 2023 as part of a broad revision of the way HUD-assisted housing is inspected and evaluated.



The rule implements the same inspection standards across all HUD assisted programs (Public Housing, HCV, Multi-Family, etc.)



Effective **October 1, 2023** or as soon thereafter as inspection software is updated to reflect the changes, the SHA's HCV Program will conduct inspections utilizing the new standards.



HUD has issued HCV NSPIRE Inspection Tools and Checklists for reference until the NSPIRE software application is available to housing authorities.



The SHA will provide an overview of the inspection standards and will offer formal training to landlords in the first quarter of 2024.

# National Standards for the Inspection of Real Estate

## How to Navigate NSPIRE Standards

- Each standard is organized into two (2) sections that present key components of an inspectable element:
  - The first section describes the attributes of the item and identifies each deficiency to be evaluated.
  - The second section provides further detail on each applicable deficiency by its inspectable location(s).

**NSPIRE** NATIONAL STANDARDS FOR THE PHYSICAL INSPECTION OF REAL ESTATE

**TITLE:** SMOKE ALARM  
**VERSION:** V3.0  
**DATE PUBLISHED:** 08/11/23

---

**DEFINITION:** A self-contained device that detects the presence of smoke, typically as an indicator of fire, and provides a visual or audio signal as an alert.

**PURPOSE:** To detect the presence of smoke and provide alert.

**COMMON COMPONENTS:** Plastic shell, Base, Battery, Light, Speaker, Test button, Electronic circuit, Battery backup

**LOCATION:**  Unit Bedrooms, hallways, kitchens, stairwells.  
 Inside Hallways, kitchens, stairwells, common areas.  
 Outside None

**MORE INFORMATION:**

- Smoke alarm should be installed high on walls or ceilings.
- If mounted on the ceiling, then it must be greater than 4 inches from the wall.
- If mounted on the wall, then the top edge of the smoke alarm cannot be closer than 4 inches or greater than 12 inches from the ceiling.
- Smoke alarm should be installed at least 10 feet from a cooking appliance.
- Smoke alarm should not:
  - Be installed near windows, doors, or ducts where drafts might interfere with their operation.
  - Be painted or have decorative stickers or other decorations present.
- The unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, in the following locations:
  - On each level of the unit;
  - Inside each bedroom;
  - Within 21 feet of any door to a bedroom measured along a path of travel; and
  - Where a smoke detector installed outside a bedroom is separated from an adjacent living area by a door, a smoke detector must also be installed on the living area side of the door.

---

**DEFICIENCY 1:** Smoke alarm is not installed where required.  
**LOCATION:**  Unit -- Affirmative Habitability Requirement  Inside -- Affirmative Habitability Requirement

---

**DEFICIENCY 2:** Smoke alarm is obstructed.  
**LOCATION:**  Unit  Inside

---

**DEFICIENCY 3:** Smoke alarm does not produce an audio or visual alarm when tested.  
**LOCATION:**  Unit  Inside

---

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Page 1 of 7

# National Standards for the Inspection of Real Estate

## Springfield Housing Authority Administrative Plan

- Effective October 1, 2023, the Springfield Housing Authority removed all references to “Housing Quality Standards” from the Administrative Plan and replaced the inspection language with the NSPIRE Standards.
- Starting on P. 78 of the Administrative Plan, each of the inspection standards are listed, including the definition and common deficiencies.

Standard	Definition	Common Deficiencies
Address and Signage	Unique number and name identifiers assigned to the property.	1. Address, signage is broken, illegible or not visible
Bath tub and Shower	Fixtures typically found in bathrooms that dispense clean water used for bathing and self-care which also contain a method for draining used water.	1. Bath tub or shower is missing or inoperable 2. Bath tub or shower does not drain 3. Bath tub or shower cannot be used in private
Cabinet and Storage	Dedicated space for food, goods or other items.	1. Food storage space not present. 2. Food storage space is damaged, inoperable or missing
Call for Aid System	A call system used by a resident to summon aid during a medical emergency.	1. System is blocked or pull-cord is higher than 6" off the floor 2. Inoperable
Carbon Monoxide Alarm	A single or multiple station alarm intended to detect carbon monoxide gas and alert occupants by a distinct audible signal, or if the unit is occupied by a person with a hearing impairment, a distinct visual alarm or combination of audible and visual alarms.	1. Missing, not installed or not installed in proper location. 2. Obstructed 3. Inoperable
Ceiling	The upper interior surface of a room that provides separation between rooms, spaces and floors.	1. Unstable Surface 2. Hole in Ceiling 3. Not functional
Chimney	A vertical or near vertical passageway connected to a fireplace or wood-burning appliance.	1. Damaged 2. Structural Failure
Clothes Dryer Exhaust Ventilation	The system connected to the clothes dryer vent outlet that exhausts air from the dryer blower to a designated area.	1. Transition duct is detached or missing 2. Exhaust ventilation system has restricted airflow 3. Vent cover or cap missing 4. Transition duct constructed of unsuitable material
Cooking Appliance	Cooking range, Cooktop, Oven, Microwave	1. Cooking appliance does not ignite or produce heat 2. Cooking appliance is damaged or missing
Door – Entry	A door that provides a means of access to the unit from the inside or outside.	1. Entry door is missing or inoperable 2. Entry door cannot be secured 3. Entry door has a hole, split or crack that penetrates the door

[US Inspection Group – NSPIRE In 2 Minutes](https://www.hud.gov/program_offices/public_indian_housing/reac/nspire/standards)

[https://www.hud.gov/program\\_offices/public\\_indian\\_housing/reac/nspire/standards](https://www.hud.gov/program_offices/public_indian_housing/reac/nspire/standards)

# Housing Opportunities Through Modernization (HOTMA)

In October 2023, the following HUD HOTMA required and other policy changes went into effect for the Housing Choice Voucher Program:

Subject	New Policy
Asset Limitations	<p>Housing Choice Voucher applicants or participants may not have assets over \$100,000.</p> <p>Assisted families with assets exceeding \$100,000 will be provided notice and timeframe to cure or will be issued lease termination.</p> <p>Families shall not have a present ownership interest in, a legal right to reside in, and the effective legal authority to sell real property that is suitable for occupancy by the family as a residence.</p>
HUD Consent Forms HUD Form 9886	HCV applicants or participants must execute HUD consent forms for eligibility or continued eligibility. Families may revoke consent, however revoking consent shall result in termination or denial of assistance.
Eligibility Factors	HCV shall not be available to applicants and/or members of their households who have been convicted of any misdemeanor criminal activity within the past three (3) years and convicted of any felonious criminal activity within the past seven (7) years.
Health Expense Deductions	<p>Effective January 1, 2024, the allowable deductions for health expenses exceeding 10% of the families' adjusted gross income. Increased from 3%.</p> <p>A hardship policy was created and is available for tenants to apply for a lesser threshold between 5% and 10% depending on the household's status and previous health expense deductions.</p>

Subject	New Policy
Childcare Expense Deductions	A hardship policy was created and is available for participants to apply for if they are not working/going to school or the child exceeds the age of 13 and they require childcare expenses to be deducted from gross annual income.
Unit Inspections	Unit inspection criteria updated in accordance with HUD rules from Housing Quality Standards (HQS) to the National Standards for the Inspection of Real Estate (NSPIRE).
Errors in Rent Determination	Families shall not be required to repay the Springfield Housing Authority in instances resulting in a family being undercharged for rent where the SHA miscalculated the family's income.
Interim Recertifications	Interims due to increase of income shall be reported and processed when the income is projected to exceed 10% of the family's adjusted gross income.
Definitions	Updated definitions in accordance with HUD rules and regulations.

The full Board approved version of the Administrative Plan can be found on the SHA's website at [www.springfieldhousingauthority.org](http://www.springfieldhousingauthority.org) on the Housing Choice Voucher/Resources tab for reference.



# Moving to Work (MTW)

In October 2023, the Springfield Housing Authority proposed the following Administrative Plan revisions to HUD under the Moving to Work Initiative. The proposed policies are pending HUD final approval.


- **MTW waiver to allow flexible eligibility criteria for Project-Based Vouchers serving special needs populations providing on-site supportive services.**
- **MTW waiver to operate voluntary Emergency Housing Voucher program**
- **MTW waiver to operate Temporary Relocation Voucher program**
- **MTW waiver to provide landlord incentives for landlords continuing to participate on the program and new landlords leasing in high opportunity areas or areas where vouchers are difficult to use.**
- **MTW waiver to adopt Moving On preference to provide tenant-based Vouchers to applicant households transitioning from permanent supportive housing to permanent housing.**
- **MTW waiver to conduct pre-qualifying unit inspections within 90 days prior to lease-up.**
- **MTW waiver to increase cap of tenant based vouchers it can convert to project based vouchers.**
- **MTW waiver to allow SHA to inspect RAD PBV units that it holds ownership of.**

# Administrative Plan Policy Updates

Latina Faulkner, Housing Choice Voucher Program Manager

- 2023-2024 Payment Standards
- Requesting Rent Increases & Policy Updates
- HAP Contract Overview

# 2023 - 2024 Payment Standards



**SPRINGFIELD  
HOUSING  
AUTHORITY**

Changing lives one key at a time


200 North 11th Street, Springfield, IL 62703  
Phone 217.753.5757 | TTY 217.753.5757 | Fax 217.753.5799  
www.springfieldhousingauthority.org

**FY 2024 FAIR MARKET RENT\***  
**SANGAMON COUNTY, ILLINOIS\*\***  
**EFFECTIVE OCTOBER 1, 2023**

0 BEDROOM	1 BEDROOM	2 BEDROOM	3 BEDROOM	4 BEDROOM	5 BEDROOM	6 BEDROOM
<b>\$797</b>	<b>\$960</b>	<b>\$1,177</b>	<b>\$1,563</b>	<b>\$1,604</b>	<b>\$1,844</b>	<b>\$2085</b>

\*Landlord pays all utilities. If landlord does not pay for utilities, a utility allowance is used based on the type of unit.

\*\*Sangamon County is part of the Springfield, IL MSA, so all information presented here applies to all of the Springfield, IL MSA. The Springfield, IL MSA contains the following areas: Menard County, IL and Sangamon County, IL.



Updated 9.18.2023 - HCV Division - MAH

- On September 1, 2023, HUD published its 2023 Fair Market Rent Schedule
- On October 1, 2023 the SHA officially announced its payment standards at 110% of the HUD Fair Market Rent.
- FMRs are used in several HUD programs determining the maximum amount a Housing Choice Voucher will cover
- What is Rent Reasonableness? (§ 578.49(b)(2)) and (§ 578.51(g))

Rent Reasonableness is ensuring that a unit that is supported by grant funds is not more expensive than a similar unit that is not supported by grant funds. When leasing and rental assistance funds are used to pay rent for individual housing units, the rent paid must be reasonable in relation to rents be charged for comparable units, taking into account the location, size, type, and age of unit, as well as any amenities, housing services, maintenance, and utilities provided by the owner.



Housing Authorities may not pay more than the reasonable rent determination, even if the Fair Market Rent or Payment Standard is higher.

# Payment Standard Case Study

## Family Information

Mike Jones Family

Annual Income: \$150/week x 52 weeks = \$7,800.00

Deductions: 0

Voucher Size: 1 BR

## Unit Information

Alan Estates

Proposed Rent: \$698/month

Unit Size: 2BR

### FY 2023 INCOME LIMITS SANGAMON COUNTY, ILLINOIS\* EFFECTIVE JUNE 15, 2023

FY 2023 INCOME LIMIT CATEGORY	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
<u>VERY LOW (50%) INCOME LIMITS</u>	\$34,800	\$39,750	\$44,700	\$49,650	\$53,650	\$57,600	\$61,600	\$65,550
<u>EXTREMELY LOW (30%) INCOME LIMITS</u>	\$20,900	\$23,850	\$26,850	\$30,000	\$35,140	\$40,280	\$45,420	\$50,560
<u>LOW (80%) INCOME LIMITS</u>	\$55,650	\$63,600	\$71,550	\$79,450	\$85,850	\$92,200	\$98,550	\$104,900

Area Median Family Income (effective 6/15/2023) \$99,300

# Payment Standard Case Study

## MAX 1BR Payment Standard

FY 2023 Housing Choice Voucher Payment Standards

	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom
FY 2023 FMR	\$609	\$741	\$911	\$1,194	\$1,254	\$1,442	\$1,630
FY 2023 PS	\$669	<b>\$815</b>	\$1,002	\$1,293	\$1,379	\$1,586	\$1,793
% of FMR	110%	110%	110%	109%	110%	110%	110%



## Utility Allowance

\$182

2 BR Unit

1 BR Voucher

=

1 BR U/A

**Utility Allowance Schedule** U.S. Department of Housing and Urban Development OMB Approval No. 2537-0169 exp. 7/31/2022

See Public Reporting and Instructions on back.

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy): 10/25/2022

Locality: Springfield Housing Authority, IL Unit Type: Row House/Townhouse/Semi-Detached Duplex

Utility or Service:	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
<b>Monthly Dollar Allowances</b>						
<b>Heating</b>						
a. Natural Gas	\$39.00	\$46.00	\$52.00	\$59.00	\$66.00	\$73.00
b. Bottle Gas/Propane						
c. Electric	\$27.00	\$31.00	\$40.00	\$50.00	\$59.00	\$68.00
d. Electric Heat Pump	\$20.00	\$23.00	\$27.00	\$31.00	\$34.00	\$38.00
e. Oil						
<b>Cooking</b>						
a. Natural Gas	\$4.00	\$4.00	\$7.00	\$8.00	\$10.00	\$12.00
b. Bottle Gas/Propane						
c. Electric	\$5.00	\$6.00	\$8.00	\$11.00	\$13.00	\$16.00
<b>Other Electric &amp; Cooling</b>						
Other Electric (Lights & Appliances)	\$23.00	\$27.00	\$38.00	\$49.00	\$59.00	\$70.00
Air Conditioning	\$6.00	\$7.00	\$11.00	\$16.00	\$21.00	\$25.00
<b>Water Heating</b>						
a. Natural Gas	\$10.00	\$13.00	\$18.00	\$25.00	\$30.00	\$35.00
b. Bottle Gas/Propane						
c. Electric	\$16.00	\$18.00	\$23.00	\$28.00	\$34.00	\$39.00
d. Oil						
<b>Water, Sewer, Trash Collection</b>						
Water	\$14.00	\$15.00	\$20.00	\$25.00	\$31.00	\$36.00
Sewer	\$34.00	\$35.00	\$45.00	\$55.00	\$65.00	\$75.00
Trash Collection	\$20.00	\$20.00	\$20.00	\$20.00	\$23.00	\$23.00
<b>Tenant-supplied Appliances</b>						
Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
<b>Other--specify: Monthly Charges</b>						
Electric Charge \$13.65	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Natural Gas Charge \$21.29	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00
<b>Actual Family Allowances</b>						
To be used by the family to compute allowance. Complete below for the actual unit rented.	Utility or Service	per month cost				
Name of Family	Heating	\$				
Address of Unit	Cooking	\$				
	Other Electric	\$				
Number of Bedrooms	Air Conditioning	\$				
	Water Heating	\$				
	Water	\$				
	Sewer	\$				
	Trash Collection	\$				
	Range / Microwave	\$				
	Refrigerator	\$				
	Other	\$				
	Total	\$				

The Netrod Company 8/2022 Update adapted from form HUD-52067 (7/2019)

# Payment Standard Case Study

## Unit Rent Reasonableness

**EZ-Reasonable Rent Determination Report**

Analysis Data:  
 Average Rent of Comparables: \$903.67  
 Average Value of Comparables: 56  
 Unit To Be Assisted Rent: \$698.00  
 Unit To Be Assisted Value: 54  
 Recommended Reasonable Rent: \$871.39  
 If YES above, the Requested Rent is reasonable.  
 Sarah Delaney  
 Staff Person Name: *Sarah Delaney*  
 Date: 10/06/2022

Unit To Be Assisted	Comp 1	Comp 2	Comp 3
Address	Address	Address	Address
200 N 11 <sup>th</sup> Street	748 N Bruno Lane Springfield, IL 62702	0 Candlelight Drive Springfield, IL 62704	520 South 2nd Street Springfield, IL 62701
User Defined	Census Tract 2.02	Census Tract 28.02	Census Tract 13.00
Location **	Location **	Location **	Location **
Medium Rent Area	Medium Rent Area	Medium Rent Area	Medium Rent Area
Unit Size **	Unit Size **	Unit Size **	Unit Size **
Medium	Large - 1180 sq. ft.	Large - 960 sq. ft.	Large - 1000 sq. ft.
Unit Type **	Unit Type **	Unit Type **	Unit Type **
Duplex	Garden/Walkup/Apt/Multi	Garden/Walkup/Apt/Multi	High Rise
Quality **	Quality **	Quality **	Quality **
Good	Fair	Fair	Good
Age **	Age **	Age **	Age **
50+ Years	21-50 Years	21-50 Years	50+ Years
Amenities **	Amenities **	Amenities **	Amenities **
Cable/Internet ready, Carpeting, Ceiling Fan, Central A/C Unit, Ceramic Tile Floors, Covered and/or Off-street Parking, Dishwasher, Garbage Disposal, Deck/Balcony/Patio/Porch, Energy Efficient Curt Unit, Fenced, Hardwood Floors, Modern Appliances, Refrigerator, Storage, Washer/Dryer Hookups, Window/Walk A/C Unit.	Cable/Internet ready, Carpeting, Ceiling Fan, Central A/C Unit, Covered and/or Off-street Parking, Dishwasher, Garbage Disposal, Laundry Facilities, Playground/Courts, Pool, Range, Refrigerator, Storage, Washer/Dryer Hookups	Business/Fitness Center, Cable/Internet ready, Carpeting, Ceiling Fan, Central A/C Unit, Covered and/or Off-street Parking, Deck/Balcony/Patio/Porch, Dishwasher, Elevator, Garbage Disposal, Handicap Accessible, Laundry Facilities, Range, Refrigerator, Security System, Storage, Other: Views	Business/Fitness Center, Cable/Internet ready, Carpeting, Ceiling Fan, Central A/C Unit, Covered and/or Off-street Parking, Deck/Balcony/Patio/Porch, Dishwasher, Elevator, Garbage Disposal, Handicap Accessible, Laundry Facilities, Range, Refrigerator, Security System, Storage, Other: Views
Housing Services **	Housing Services **	Housing Services **	Housing Services **
Landlord Provides Services	Landlord Provides Services	Landlord Provides Services	Landlord Provides Services
Maintenance **	Maintenance **	Maintenance **	Maintenance **
Owner Provides Onsite Maintenance	Owner Provides Onsite Maintenance	Owner Provides Onsite Maintenance	Owner Provides Onsite Maintenance
Paid Utilities **	Paid Utilities **	Paid Utilities **	Paid Utilities **
None	None	None	None
Bedrooms	Bedrooms	Bedrooms	Bedrooms
2 Bedrooms	2 Bedrooms	2 Bedrooms	2 Bedrooms
Bathrooms **	Bathrooms **	Bathrooms **	Bathrooms **
1 Bathroom	1 1/2 Bathrooms	1 1/2 Bathrooms	2 Bathrooms
Requested Rent	COL Rent	COL Rent	COL Rent
\$698.00	\$784.00	\$781.00	\$1,136.00
Value	Value	Value	Value
54	55	56	58
Date of Data	Date of Data	Date of Data	Date of Data
10/06/2022	07/01/2022		07/01/2022

Contract Rent: \$698  
 1BR Utility Allowance: \$182  
 Gross Rent: \$880  
 1BR Payment Standard: \$815  
 HAP Payment: \$620  
 Total Family Share: \$260  
 Utility Allowance: ~~-\$182~~  
 Tenant Rent to Owner: \$ 78

Tenant Annual Income = \$7,800  
 40% Max Toward Rent & Utilities = \$3,120/annual or \$260/month

Actual Rent Burden = 40%



Mr. Jones is not paying more than 40% of his income toward rent & utilities.

**12. Housing Choice Vouchers: Tenant Based Vouchers**

12a. Number of bedrooms on Voucher: 1  
 12b. Is family now moving to this unit? (Y or N): N  
 12c. Does the family qualify as a Hard to House family? (Y or N): N  
 12d. Did family move into your PHA jurisdiction under portability? (Y or N): N  
 12e. Cost billed per month (put 0 if absorbed): \$0  
 12f. PHA code billed: 12f  
 Housing type: 12g  
 12h. Owner name: Alan Estates  
 12i. Owner TIN/SSN: 12i  
 12j. Payment standard for the family: \$815  
 12k. Rent to owner: \$260  
 12l. Utility allowance, if any: \$182  
 12m. Lower of 12j or 12k: \$260  
 12n. TTP: copy from 9j  
 Total HAP: 12n minus 12l: \$815  
 12o. Total family share: 12p minus 12q: \$815  
 12p. HAP to owner: lower of 12k or 12l: \$260  
 12q. Tenant rent to owner: 12k minus 12l: \$815  
 12r. Utility reimbursement to family: 12a minus 12u, but do not exceed 12m: \$182  
 Normal total HAP: copy from 12n: \$815  
 Total number eligible: \$260  
 Proration percentage: 12ac - 12ad: \$620  
 Prorated total HAP: 12ab X 12ae: \$78  
 Mixed family total family contribution: 12b minus 12af: \$0  
 Utility allowance: copy from 12m: \$182  
 Mixed family tenant rent to owner: 12k minus 12ah: \$260  
 Prorated HAP to owner: 12k minus 12ai: if 12ai is negative, put 12k: \$0  
 If positive or 0, put tenant rent: \$260  
 If negative, credit tenant: \$0



# Rent Increases

Effective October 1, 2023

- The Contract Rent may not be increased during the first year of the lease. After the initial year, owners may request an increase at least 60 days before the next annual anniversary date or HAP expiration date, whichever is sooner but must provide written notice of any proposed increase to the family, in accordance with the lease and contract, and to the SHA.
- The increase will not be approved unless the increased rent meets rent reasonableness requirements. 24 CFR 982.519 (6)
- Families who wish to move because of the owner's rent increase will be required to give the owner proper notice and notify the SHA at least thirty (30) days in advance.

**NOTE:** Rent Increases submitted prior to October 1, 2023 will be processed in accordance with the previous policy.

**SPRINGFIELD HOUSING AUTHORITY**  
 Changing lives one key at a time  
 200 North 11th Street, Springfield, IL 62703  
 Phone 217.753.5757 | TTY 217.753.5752 | Fax 217.753.5799  
 www.springfieldhousingauthority.org

**SECTION 8 HOUSING CHOICE VOUCHER PROGRAM REQUEST FOR RENTAL INCREASE\***

Owner/Landlord Name: \_\_\_\_\_ Tenant Name: \_\_\_\_\_  
 Landlord Address: \_\_\_\_\_ Tenant Address: \_\_\_\_\_  
 City, State & Zip: \_\_\_\_\_ City, State & Zip: \_\_\_\_\_

**RENTAL INCREASES MUST BE SUBMITTED AT LEAST SIXTY (60) DAYS IN ADVANCE**

**REQUESTED CHANGES PER MONTH:**  
 Current Rent: \$ \_\_\_\_\_ per month  
 Proposed Increase Amount: + \$ \_\_\_\_\_ per month  
 New Rent: \$ \_\_\_\_\_ per month  
 Proposed Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**REASON FOR REQUEST:**  
 Property taxes increased approximately \$ \_\_\_\_\_  
 Insurance cost increased approximately \$ \_\_\_\_\_  
 Maintenance and/or improvements: \_\_\_\_\_  
 Included utility rates have increased \$ \_\_\_\_\_ per month  
 Utilities included with rent:  Electric  Gas  Water/Sewer  Garbage  
 Other increased costs: \_\_\_\_\_

**RENT COMPARABILITY:**  
 The rent on similar units has been raised to \$ \_\_\_\_\_ per month

Owner/Landlord Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Tenant Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**FOR SHA STAFF ONLY**

Received By: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Rent Reasonable:  Yes  No If no, reasonable rent: \$ \_\_\_\_\_  
 Notice Sent to Tenant/Owner:  Yes  No

Completed by Specialist: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\* Submission of this form does not guarantee that the increase will be granted by SHA  
 \*Owners may request an increase at least 60 days before the next annual anniversary date or HAP expiration date, whichever is sooner but must provide written notice of any proposed increase to the family, in accordance with the lease and contract.

# HAP Contract Overview

## Term of HAP Contract

- a. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).

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

OMB Approval No. 2577-0169  
exp. 4/30/2026

**OMB Burden Statement.** The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This collection of information is required to establish the terms between a private market owner and a PHA for participating in the program, including whether the tenant or owner pays for utilities and services. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**Privacy Notice.** The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.451. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

#### Instructions for use of HAP Contract

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

- Part A Contract information (fill-ins). See section by section instructions.
- Part B Body of contract
- Part C Tenancy addendum

#### Use of this form

Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by HUD.

However, the PHA may choose to add the following:

Language that prohibits 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. Such a prohibition must be added to Part A of the HAP contract.

Language that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner). Such language must be added to Part A of the HAP contract.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PHA.

#### Use for special housing types

In addition to use for the basic Section 8 voucher program, this form must also be used for the following "special housing types" which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: "This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type)."

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2)

cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

#### How to fill in Part A

Section by Section Instructions

##### Section 2. Tenant

Enter full name of tenant.

##### Section 3. Contract Unit

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

##### Section 4. Household Members

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

##### Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

- Such shorter term would improve housing opportunities for the tenant, and
- Such shorter term is the prevailing local market practice.

##### Section 6. Initial Rent to Owner

Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

##### Section 7. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

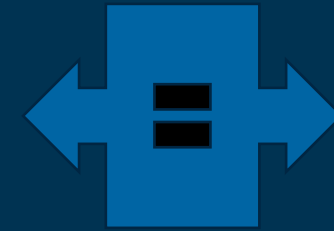
##### Section 8. Utilities and Appliances.

The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

Previous editions are obsolete

form HUD-52641 (4/2023)

HAP  
Term



Lease  
Term



## Legal Updates / Ask the Attorney

Samantha Bobor  
Giffin, Winning, Cohen, & Bodewes P.C.



# Questions & Answers



**Thank You!**