



MAIN OFFICE
700 W. Main Street, Alhambra, CA 91801
Tel: 626-262-4510 TDD: 626-943-3898
www.lacda.org

HOUSING ASSISTANCE DIVISION
SITE: ANTELOPE VALLEY OFFICE - 2323 E. Palmdale Blvd, Suite B Palmdale, CA 93550 Tel: 661-575-1511

Dear Owner/Manager:

Thank you for your interest and participation in the Housing Choice Voucher Program. Below, we have included a list of important documents that you must provide. Please **return all requested documents to the Los Angeles County Development Authority (LACDA) as soon as possible to expedite the processing of the Housing Assistance Payments (HAP) contract.**

PLEASE PROVIDE THE FOLLOWING DOCUMENTS:

All Owners

- Complete the Request for Tenancy Approval (RTA);
- A rent roll, if the building has two or more units;
- The completed Lead-Based Paint Disclosure form (if unit built before 1978), and
- Proof of property ownership (ex: grant deed).

- AND -

New Owners

- W-9
- Letter of Authorization to establish legal signing power (if multiple owners)

If you are unable to submit your own Letter of Authorization on an official letterhead, please complete the attached Letter of Authorization form and submit:

- Operating Agreement (Limited Liability Company)
- Partnership Agreement (Limited Liability Partnership)
- Articles of Incorporation or Bylaws (Corporation)
- Copy of the Trust (Trusts)

Currently Participating Owners

- If any changes have been made, return all appropriate forms with updated information. If your current file is incomplete, a staff member will contact you.

Please return all documents to your nearest office location as soon as possible in order to expedite the process.

LACDA – Main Office
P.O. Box 1503
Alhambra, CA 91802
Fax: 626.943.3850

LACDA – Antelope Valley Office
2323 E. Palmdale Blvd. Ste B
Palmdale, CA 93550
Fax: 661.266.1874



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Instructions to Landlords

Thank you for participating in the Los Angeles County Development Authority's (LACDA) Rental Assistance Program. Please follow the instructions below when you accept one of our clients. We hope your experience in this housing assistance program will be pleasant and rewarding.

NOTE: Screening families are the sole responsibility of the owner. The LACDA does not screen its clients for suitability. Screening and selection remain the owner's sole responsibility.

INITIAL DOCUMENTS TO RETURN:

If you wish to rent to the family, please complete the following forms:

- | | |
|---|---|
| ✓ Request for Tenancy Approval – (RTA) | ✓ Proof of Ownership |
| ✓ Letter of Authorization – (LOA) (if applicable) | ✓ Disclosure of Information on Lead Based Paint |
| ✓ W-9 | ✓ Rent Roll (if applicable) |
| ✓ Direct Deposit | |

These documents are required to begin the approval process **DO NOT COMPLETE A LEASE AT THIS TIME.** Please retain the "Tenancy Addendum Attachment" for your information.

AFTER THE RTA IS SUBMITTED:

Upon receipt of **ALL DOCUMENTS LISTED ABOVE**, the LACDA will call you to schedule an inspection of the unit to evaluate compliance with federal Housing Quality Standards (HQS).

AFTER THE UNIT PASSES INSPECTION – COMPLETING THE LEASE:

A LACDA assigned case manager will contact you to inform you of the result of the inspection. Once the unit has been approved, you will be advised to contact the family to sign your lease. The LACDA will advise you about the start date of the lease

You must use your own lease. The lease that you provide to the tenant must be in a standard format and **MUST** be the same as the lease(s) used for the unassisted unit(s) on the premises. The terms and conditions of the lease must be consistent with State and local law. The lease must specify which utilities and appliances will be supplied by the owner and which will be the tenant's responsibility. The **Tenancy Addendum** provided in this packet **MUST** be attached to the lease for any unit receiving Section 8 assistance.

Term of the tenancy: The initial term of the tenancy must be for a minimum of one (1) year.

Start date of the tenancy: The start date of the tenancy must allow ample time for the family to move out of its current unit. The start date of the tenancy **MUST** be approved by LACDA. The U.S. Department of Housing and Urban Development (HUD) regulations state that no tenancy (lease) can start until

- After the date the unit passed inspection;
- After rent reasonableness of the unit has been determined; and
- After the date you and the family sign and date the lease

If the family is currently assisted by Section 8, the start of their new tenancy must coincide with the time frame specified in the family's Vacancy Notice. The Vacancy Notice is required to be given to their former landlord, prior to executing a lease for a new unit. LACDA will provide this information to you.

Tenancy Addendum: This document is required by HUD. If there is any conflict with your lease, the tenancy addendum overrules the lease. Attach it to your copy of the lease. LACDA will attach it to the tenant's copy of the lease. The addendum language is also included in the Housing Assistance Payment (HAP) contract.

ERRORS AND OMISSIONS WILL DELAY THE START OF TENANCY:

Please ensure that your lease has been properly completed. LACDA cannot make corrections to the lease signed between you and your tenant. If there are errors or omissions, or if the start date of the tenancy cannot be approved, the document will be returned. You and the family will have to complete a new lease. This could delay the start of the tenancy.

SIGNING AND RETURNING THE CONTRACT – PENALTY FOR DELAY:

LACDA will complete the HAP contract and send it to you for signature. You must sign and return it immediately. The LACDA will sign and return a copy to you for your files. You should receive your first check from LACDA within two weeks after LACDA returns the signed HAP contract. **If you delay signing the Housing Assistance Payment contract so that LACDA cannot sign it within 60 days of the start of the tenancy, the contract is null and void.** You will have to resubmit a new lease, and the tenancy can begin only after the date you and the tenant have signed the new lease. The LACDA is not allowed to pay you on the prior lease.

REQUEST FOR TENANCY APPROVAL

Los Angeles County Development Authority

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION 8 RENTAL ASSISTANCE

PROGRAM: EHV	VOUCHER UNIT BEDROOM SIZE: 1	TENANT ID: T0196097
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I. UNIT TO BE INSPECTED (Fill in completely; print clearly and legibly)

1. Street Address				2. Unit/Apartment #
3. City		4. State		5. Zip Code
6. Total Number of Bedrooms	7. Total Number of Bathrooms	8. Total Number of Half Bathrooms	9. Proposed Rent \$	10. Security Deposit Amount \$
11. Year Built	12. Square Footage	13. Number of Units in Building/Complex	14. Date Unit Available for Inspection*	15. Requested Beginning Date of Lease

16. UNIT TYPE (check one)

- Single Family Detached (one family under one roof)
 Rowhouse/Townhouse (attached on two sides)
 Low-Rise Apartment Building (4 stories or fewer)
 Semi-Detached (Duplex, attached on one side)
 Condominium
 High-Rise Apartment Building (5+ stories)
 Manufactured Home (mobile home)

17. SPECIAL HOUSING TYPE:

Public Housing Agencies allow assisted participants to lease and reside in Shared Housing – renting a room from a landlord that is also renting rooms to other people who may or may not be receiving rental assistance from the PHA. For a Shared Housing situation, the PHA calculates a prorated portion of the housing costs to determine the actual rent for the voucher holder and uses this figure when determining the subsidy amount to be paid by the PHA to the landlord.

Check here if the tenant is requesting to rent a bedroom only. Number of Bedrooms being requested: _____

18. IF THIS UNIT IS SUBSIDIZED, INDICATE TYPE OF SUBSIDY:

- Tax Credit
 Home
 Section 221(d)(3)(BMIR)
 Section 236 (Insured or noninsured)
 Section 202
 Section 515 Rural Development
 Other _____ (Describe other subsidy, include state or local subsidy)

19. UTILITIES AND APPLIANCES

Responsibilities selected below (provided by) must match what is stated in the Lease Agreement for this tenancy. (check applicable boxes)

Item	Specify Fuel Type	Provided By (check one)	
Heating	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Electric	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner
Cooking	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Electric	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner
Water Heating*	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Electric	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner
<i>Is the Water Heater for this unit:</i>			
<input type="checkbox"/> Communal (Shared by the complex) or <input type="checkbox"/> Individual (exclusively used by the unit)			
Other Electric		<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner
Water/Sewer		<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner
Trash Collection		<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner
Refrigerator		<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner
Stove		<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner

20. HEATING SYSTEM

- Base Board
 Boiler
 Central
 Furnace
 Heat Pump
 None
 Other
 Radiator
 Space Heater
 Unknown
 Window/Wall

21. COOLING SYSTEM

- Central
 Swamp Cooler
 None
 Unknown
 Other
 Window/Wall

22. UNIT AMENITIES

Amenity	Provided for Tenant
Laundry Type: <input type="checkbox"/> Wash/Dryer Hook-ups <input type="checkbox"/> Washer Only <input type="checkbox"/> Dryer Only <input type="checkbox"/> On-site Laundry <input type="checkbox"/> Washer/Dryer Provided	<input type="checkbox"/> YES <input type="checkbox"/> NO
Dishwasher:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Garbage Disposal:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Microwave:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Swimming Pool:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Ceiling Fans:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Gated Community:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Parking Type: <input type="checkbox"/> 1-Carport <input type="checkbox"/> 2-Carport <input type="checkbox"/> 1-Car Garage <input type="checkbox"/> 2-Car Garage <input type="checkbox"/> 3-Car Garage <input type="checkbox"/> Assigned <input type="checkbox"/> Unassigned <input type="checkbox"/> 1-Space <input type="checkbox"/> 2 Spaces <input type="checkbox"/> 3+Spaces <input type="checkbox"/> Street <input type="checkbox"/> Covered <input type="checkbox"/> Open <input type="checkbox"/> Driveway <input type="checkbox"/> None	<input type="checkbox"/> YES <input type="checkbox"/> NO

II. CERTIFICATIONS AND DISCLOSURES

1. RENTING TO A RELATIVE DISCLOSURE (must check one)

The assisted tenant is not allowed to rent a unit from an owner (including a principal or other interested party) who is the spouse, parent, child, grandparent, grandchild, and sister or brother of any member of the assisted tenant. Exceptions may be made to this requirement as a Reasonable Accommodation for persons with disabilities.

- YES** *By signing below*, we are hereby disclosing, under penalty of perjury, that we are related in accordance with the disclosure statement above. By checking this box, we are hereby requesting a reasonable accommodation to the requirement above.
- NO** *By signing below*, we both certify, under penalty of perjury, that we are not related in accordance with the disclosure statement above.

2. LEAD-BASED PAINT - OWNER CERTIFICATION (must check one)

- Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
- The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the federal certification program or under a federally accredited state certification program.
- A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

3. RENT REASONABLENESS CERTIFICATION

By Signing Below, the owner certifies that the rent charged to the assisted tenant must not be more than the rent charged for other unassisted comparable units. **If the unit is in a building with 2 or more units, the owner MUST attach a rent roll.** A rent roll is the owner's up-to-date official ledger/list of all rental units on the premises, including each unit's address and apartment number, rent amount, and bedroom size, and indicating which units are subsidized or unsubsidized.

4. RELEASE OF INFORMATION TO OWNER

The LACDA does not screen the family for suitability. **Screening is the owner's responsibility.** The LACDA is authorized to release specific information about a family/tenant's current and prior addresses if information is available and requested in writing by an owner who has completed an RTA. If the owner would like information on the family's current and/or prior address, and/or the names and addresses of the landlords of the family's current and/or prior address, a request may be submitted in writing to: Los Angeles County Development Authority, P.O. Box 1503, Alhambra, CA 91802.

5. UNIT INSPECTION REQUIREMENTS*

The unit must be vacant, or occupied by the assisted tenant in order for an inspection to be scheduled. Any furniture and appliances present in the unit must remain in place for the assisted tenancy. If the unit is furnished with items not to remain in place for the assisted tenancy, the unit is not ready for inspection. If the tenant moves into the unit before the date authorized by the LACDA, the tenant is responsible for the entire rent until date of authorization.

OWNER INFORMATION AND CERTIFICATION

Name of Owner _____

Name and Title of Other Party Authorized to Execute Lease _____

Mailing Address (Number, Street, Apt/Suite) _____

City, State, Zip _____

Telephone Numbers (home and messages) _____

X _____

Signature of Owner or Authorized Representative _____ Date _____

Owner Email Address (if available) _____

TENANT INFORMATION AND CERTIFICATION

CRYSTAL KANNEGAARD
 Name of Family Representative
1734 Lemon Ave #14
 Present Address of Family (Number, Street, Apt/Suite)
Long Beach, CA 90813
 City, State, Zip
562-317-9869
 Telephone Numbers (home and messages)
 X 
 Signature of Family Representative
11/09/21
 Date

Number of children UNDER AGE 6 in the family: _____

FOR OFFICE USE ONLY:

HA Representative: _____ Date RTA rec'd: _____ Jurisdiction: In (IJ) Out (OJ)

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY
HOUSING QUALITY STANDARDS INSPECTIONS

What are Housing Quality Standards (HQS)?

Housing Quality Standards (HQS) are the minimum quality standards to ensure that assisted housing is decent, safe, and sanitary. The Los Angeles County Development Authority (LACDA) enforces HQS, which are set forth by the U.S. Department of Housing and Urban Development (HUD), as well as other standards, to ensure the quality of assisted housing.

The brochure *A Good Place to Live* contains a detailed summary of HQS requirements. The other side of this page explains additional standards enforced by LACDA.

How does LACDA conduct inspections?

The LACDA inspects each unit, including *the building and premises* – before entering into an initial contract with an owner, and *annually* for the duration of the contract. Tenants and owners should assess the condition of the unit regularly, and before any scheduled inspection, to identify and correct any deficiencies.

Who is responsible for maintaining the unit?

Both the tenant and the owner play a part in making sure the unit passes inspection.

<u>Tenant Responsibilities</u>	<u>Owner Responsibilities</u>
<ul style="list-style-type: none">• Be present at any scheduled inspection.• Maintain the unit in good condition.• Promptly notify the owner of any repairs needed.• Pay for utilities as specified in the lease.• Provide and maintain operable appliances as specified in lease.	<ul style="list-style-type: none">• Maintain the unit and make repairs as needed, in accordance with the terms and conditions of the HAP contract, including HQS.• Pay for utilities as specified in the lease.• Provide operable appliances as specified in lease.

What are the consequences for non-compliance?

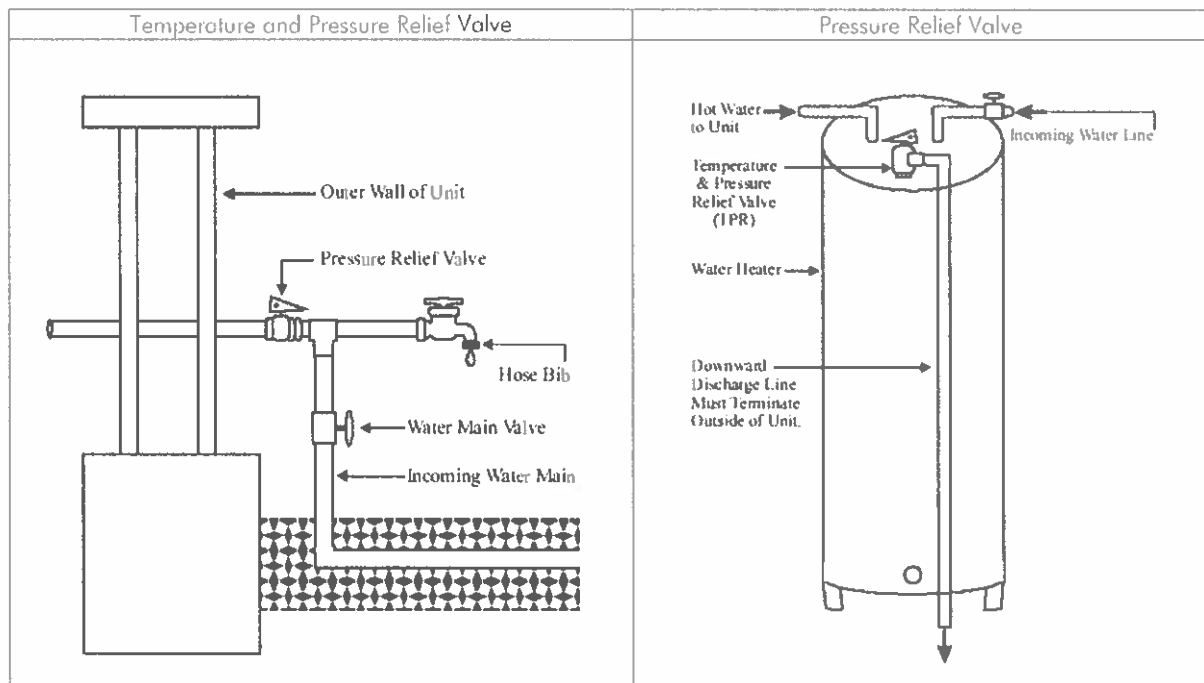
Consequences for non-compliance (i.e., deficiencies noted at the inspection) will depend on who is responsible. Generally, when deficiencies are noted at an inspection, both the tenant and owner are notified as to who is responsible for the correction, and the responsible party is given an opportunity to correct the deficiency. Deficiencies must be corrected in the timeframe specified by an inspection notice.

<u>Consequences of Tenant-Related Deficiencies</u>	<u>Consequences of Owner-Related Deficiencies</u>
The consequence for failure to address tenant-related deficiencies (or for failure to have an adult present for inspections) is <u>termination of assistance</u> .	Failure to address owner-related deficiencies constitutes a breach of the Housing Assistance Payment (HAP) contract. Rights and remedies include recovery of overpayments, suspension of HAP, abatement or other reduction of HAP, termination of HAP, and termination of the HAP contract.

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY
ADDITIONAL STANDARDS FOR HQS INSPECTIONS

A Good Place to Live contains many housing quality standards, and a few more are listed below. The inspector will check the unit to make sure it meets these standards, and any others required by LACDA or HUD.

- ✓ All present appliances must be operable.
- ✓ The unit must be structurally sound and safe.
- ✓ The kitchen must have a working refrigerator, stove (or range), and oven in order to pass inspection.
- ✓ Windows that open must close and lock properly, including security bar release mechanisms.
- ✓ Exterior doors must lock properly (no double key deadbolts) and be solid core, weather tight to wind and rain.
- ✓ Heating systems must be operable, safe, and properly vented. The heater pilot must be on, or a current gas company tag stating that the heater is safe and operable must be provided. Any present thermostats must be operable.
- ✓ The garage must be accessible, whether attached or detached. Garages are not to be used as a living space.
- ✓ Swimming pools in multifamily structures must be enclosed by a gate between 48 inches to 60 inches tall. The gate must be self-closing with a self-closing latch and a protected panel must surround the latch.
- ✓ The hot water heater must be operable, accessible, properly ventilated and secured for seismic stability. It must also have either a temperature-pressure relief valve or a pressure relief valve. Either type of valve must also have a drainpipe facing downward (see pictures). It must not be located near combustibles. If a gas hot water heater is located in bedrooms or other living areas, a safety divider or shield must be installed.



Los Angeles County Development Authority

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

OWNER INSTRUCTIONS: If you are leasing rental property built prior to 1978, you are required to disclose to tenants information about the presence of any lead-based paint or lead-based paint hazards. If the unit has been found lead-free by a certified inspector, you must provide the family and the Los Angeles County Development Authority (LACDA) with a copy of the inspection report. If the unit has not been certified lead-free, you should complete a Disclosure Form, either your own or this sample form, with the family. On the form, indicate whether or not you know of any lead hazards, and whether or not you have any reports on the presence of lead in the unit. A copy of the completed disclosure, with any available reports attached, must be provided to the family and to LACDA. The LACDA will not enter into a contract with the owner of a unit built prior to 1978 until a disclosure is received.

Address of Unit to be Contracted (Street, Apartment, City, State, Zip)

Tenant ID

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards:

(check one)

[] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

[] Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor:

(check one)

[] Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

[] Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessor's Acknowledgment

(initial below)

(c) Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment

(initial below)

(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor (Print Name) Date
CRYSTAL KANNEGAARD 11/09/21
Lessee (Print Name) Date

Lessor (Signature) Date
Lessee (Signature) Date

Agent (Print Name) Date

Agent (Signature) Date

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

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0169
Exp. 09/30/2017

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**
 - (1) The owner must maintain the unit and premises in accordance with the HQS.
 - (2) Maintenance and replacement (including

redecorated) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c. Criminal activity or alcohol abuse.

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
- (c) Any violent criminal activity on or near the premises; or
- (d) Any drug-related criminal activity on or near the premises.

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

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that

is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

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

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

d. Other good cause for termination of tenancy

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

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

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

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

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

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

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

e. Protections for Victims of Abuse.

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

housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

g. Owner notice of grounds

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

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

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

11. Family Move Out

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

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

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

14. Conflict with Other Provisions of Lease

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

15. Changes in Lease or Rent

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

16. Notices

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

17. Definitions

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**LOS ANGELES COUNTY DEVELOPMENT AUTHORITY
LETTER OF AUTHORIZATION**

Complete this form to authorize a representative to act and sign contracts on behalf of the legal owner. The owner will remain the payee unless otherwise designated.

_____ Owner Name	_____ Participant Name <i>Crystal Kannegaard</i>
_____ Owner Address	_____ Tenant ID
_____ City, State & Zip	
_____ Social Security/Taxpayer ID #	_____ Owner Phone Number

RE: PROPERTY ADDRESS

(Street Address, City & Zip Code)

Persons authorized to act and sign documents on behalf of owner:

_____ Name	_____ Name
_____ Phone Number	_____ Phone Number

All legal owners must sign below authorizing the above named person(s).

_____ Print Name	_____ Signature	_____ Date
_____ Print Name	_____ Signature	_____ Date

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT

The Los Angeles County Development Authority (LACDA) is consistently looking for ways to better serve our owners/landlords. To provide monthly payments in a timely manner, **ALL** Housing Assistance Payments (HAP) are made by direct deposit. It is mandatory for all owners/landlords to have their information back to us IMMEDIATELY. The direct deposits will be automatically deposited into your designated bank account on the first* of every month.

(*If the first of the month is a weekend or holiday, payment will be released on the next business day.)

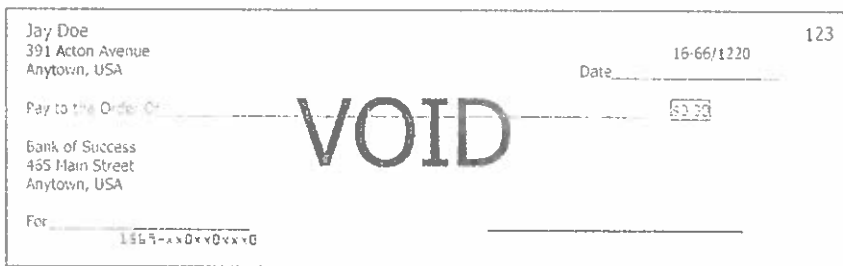
To sign up for Direct Deposit...

Choose an Account:

- ✓ *Checking account*, attach a voided check for the account into which you would like LACDA to deposit the payment. **NOTE: Deposit slips will not be accepted.**
- ✓ *Savings account*, please obtain the correct transit routing number and account number from your financial institution.

1. Return this form (with your voided check if applicable) to LACDA by:

Mail: ATT: Ownership Services, P.O. Box 1503, Alhambra, CA 91802 or by email to Owner.Services@lacda.org.



To make a change for Direct Deposit...

1. Written notification of all changes must be submitted to LACDA at least 20 days prior to payment date.
2. Follow the instructions above to submit your new information.

Direct Deposit for Vendors

By acceptance of the funds through direct deposit, the owner certifies that to the best of his/her knowledge the dwelling unit is in decent, safe, and sanitary condition; the contracting family is in the unit and is expected to be there the entire month; the deposited amount is in accordance with the provisions of the HAP contract and is payable under the HAP contract; and all other facts and data on which this amount is based are true and correct.

Check One New Direct Deposit Sign-up Change to an Existing Direct Deposit

Tenant/Unit Address _____

Designated Account Savings Checking

Routing Number _____ Account Number _____

By signing below, I hereby authorize LACDA to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to our account designated below:

Owner/Payee Name _____ Soc. Sec. No./ _____

Signature _____ Tax ID No. _____
Date _____

Phone Number _____

Owner/Payee Name _____ Soc. Sec. No./ _____
Tax ID No. _____

Signature _____ Date _____

Phone Number _____

Anyone submitting fraudulent information is subject to fine or imprisonment. Title 18 U.S.C. 1001

Office Use Only	Tenant ID: _____	Vendor No.: _____	Date Entered: _____
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LOS ANGELES COUNTY DEVELOPMENT AUTHORITY
RENT ROLL

If the unit is in a building with two (2) or more units, the owner must attach a rent roll. A rent roll is the owner's up-to-date official ledger/list of **all** rental units on the premises, including each unit's address and apartment number, rent amount, and bedroom size, and indicating which units are subsidized or unsubsidized. If you do not have your own rent roll, you may complete this template and submit it to LACDA. Should you require additional space, please make copies of this form.

Property Address: _____

Apt/Unit Number	No. of Bedrooms	Current Rent	Effective Date of Current Lease	Date of Last Rent Increase	If This Unit Is Subsidized, Indicate Type(s):
					<input type="checkbox"/> Section 8 Program <input type="checkbox"/> HOME Program <input type="checkbox"/> Tax Credit <input type="checkbox"/> Other _____
					<input type="checkbox"/> Section 8 Program <input type="checkbox"/> HOME Program <input type="checkbox"/> Tax Credit <input type="checkbox"/> Other _____
					<input type="checkbox"/> Section 8 Program <input type="checkbox"/> HOME Program <input type="checkbox"/> Tax Credit <input type="checkbox"/> Other _____
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					<input type="checkbox"/> Section 8 Program <input type="checkbox"/> HOME Program <input type="checkbox"/> Tax Credit <input type="checkbox"/> Other _____
					<input type="checkbox"/> Section 8 Program <input type="checkbox"/> HOME Program <input type="checkbox"/> Tax Credit <input type="checkbox"/> Other _____

I hereby certify that the foregoing information is true and correct to the best of my knowledge. I understand that I may be called for verification of the information I submit. Warning: Any person who signs this statement and who willingly states as true, any matter which (s)he knows to be false, is subject to the penalties prescribed for perjury in Section 118 of the California Penal Code and Section 11054 of the Welfare and Institutions Code.

Owner (Print Name) _____

Owner Signature _____

Date _____

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

**A Good Place
to Live!**

LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY
700 W. Main Street
Alhambra, California 91801

Responsibilities of the Public Housing Authority:

- Ensure that all units in the Section 8 Certificate Program and the Housing Voucher Program meet the housing quality standards.
- Inspect unit in response to Request for Lease Approval. Inform potential tenant and owner of results and necessary actions.
- Encourage tenants and owners to maintain units up to standards.
- Make inspection in response to tenant or owner complaint or request. Inform the tenant and owner of the results, necessary actions, and time period for compliance.
- Make annual inspection of the unit to ensure that it still meets the housing quality standards. Inform the tenant and owner of the results, necessary actions, and time period for compliance.

Responsibilities of the tenant:

- Live up to the terms of your lease.
- Do your part to keep the unit safe and sanitary.
- Cooperate with the owner by informing him or her of any necessary repairs.
- Cooperate with the PHA for initial, annual, and complaint inspections.

Responsibilities of the owner:

- Comply with the terms of the lease.
- Generally maintain the unit and keep it up to the housing quality standards outlined in this booklet.
- Cooperate with the tenant by responding promptly to requests for needed repairs.
- Cooperate with the PHA on initial, annual, and complaint inspections, including making necessary repairs.

Introduction

Having a good place to live is important. Through your Public Housing Agency (or PHA) the Section 8 Certificate Program and the Housing Voucher Program help you to rent a good place. You are free to choose any house or apartment you like, as long as it meets certain requirements for quality. Under the Section 8 Certificate Program, the housing cannot cost more than the Fair Market Rent. However, under the Housing Voucher Program, a family may choose to rent an expensive house or apartment and pay the extra amount. Your PHA will give you other information about both programs and the way your part of the rent is determined.

Housing Quality Standards

Housing quality standards help to insure that your home will be safe, healthy, and comfortable. In the Section 8 Certificate Program and the Housing Voucher Program there are two kinds of housing quality standards. Things that a home must have in order approved by the PHA, and Additional things that you should think about for the special needs of your own family. These are items that you can decide.

The Section 8 Certificate Program and Housing Voucher Program

The Section 8 Certificate Program and Housing Voucher Program allow you to choose a house or apartment that you like. It may be where you are living now or somewhere else. The *must have* standards are very basic items that every apartment must have. But a home that has all of the *must have* standards may still not have everything you need or would like. With the help of Section 8 Certificate Program or Housing Voucher Program, you *should* be able to afford a good home, so you should think about what you would like your home to have. You may want a big kitchen or a lot of windows or a first floor apartment. Worn wallpaper or paint may bother you. Think of these things as you are looking for a home. Please take the time to read A Good Place to Live. If you would like to stay in your present home, use this booklet to see if your home meets the housing quality standards. If you want to move, use it each time you go to look for a new house or apartment, and good luck in finding your good place to live. Read each section carefully. After you find a place to live, you can start the *Request for Lease Approval* process. You may find a place you like that has some problems with it. Check with your PHA about what to do, since it may be possible to correct the problems.

The Requirements

Every house or apartment must have at least a living room, kitchen, and bathroom. A one-room efficiency apartment with a kitchen area is all right. However, there must be a separate bathroom for the private use of your family. Generally there must be one living/sleeping room for every two family members.

Now that you have finished this booklet, you know that for a house or apartment to be a good place to live, it must meet two kinds of housing quality standards:

- Things it must have in order to be approved for the Section 8 Rental Certificate Program and the Rental Voucher Program.
- Additional things that you should think about for the special needs of your family.

You know that these standards apply in six areas of a house or apartment.

1. Living Room
2. Kitchen
3. Bathroom
4. Other Rooms
5. Building Exterior, Plumbing and Heating
6. Health and Safety

You know that when a house or apartment meets the housing quality standards, it will be safe, healthy, and comfortable home for your family. It will be a good place to live.

After you find a good place to live, you can begin the Request for Lease Approval process. When both you and the owner have signed the Request for Lease Approval and the PHA has received it, an official inspection will take place. The PHA will inform both you and the owner of the inspection results.

If the house or apartment passed, a lease can be signed. There may still be some items that you or the PHA would like improved. If so, you and your PHA may be able to bargain for the improvements when you sign the lease. If the owner is not willing to do the work, perhaps you can get him or her to pay for the materials and do it yourself.

If the house or apartment fails, you and/or your PHA may try to convince the owner to make the repairs so it will pass. The likelihood of the owner making the repairs may depend on how serious or costly they are.

If it fails, all repairs must be made, and the house or apartment must be re-inspected before any lease is signed. If the owner cannot or will not repair the house or apartment, even if the repairs are minor, you must look for another home. Make sure you understand why the house or apartment failed, so that you will be more successful in your next search.

1. Living Room

The Living Room must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, or large amounts of loose or falling surface material such as plaster.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Electricity

At least two electric outlets, or one outlet and one permanent overhead light fixture. Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cords: they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

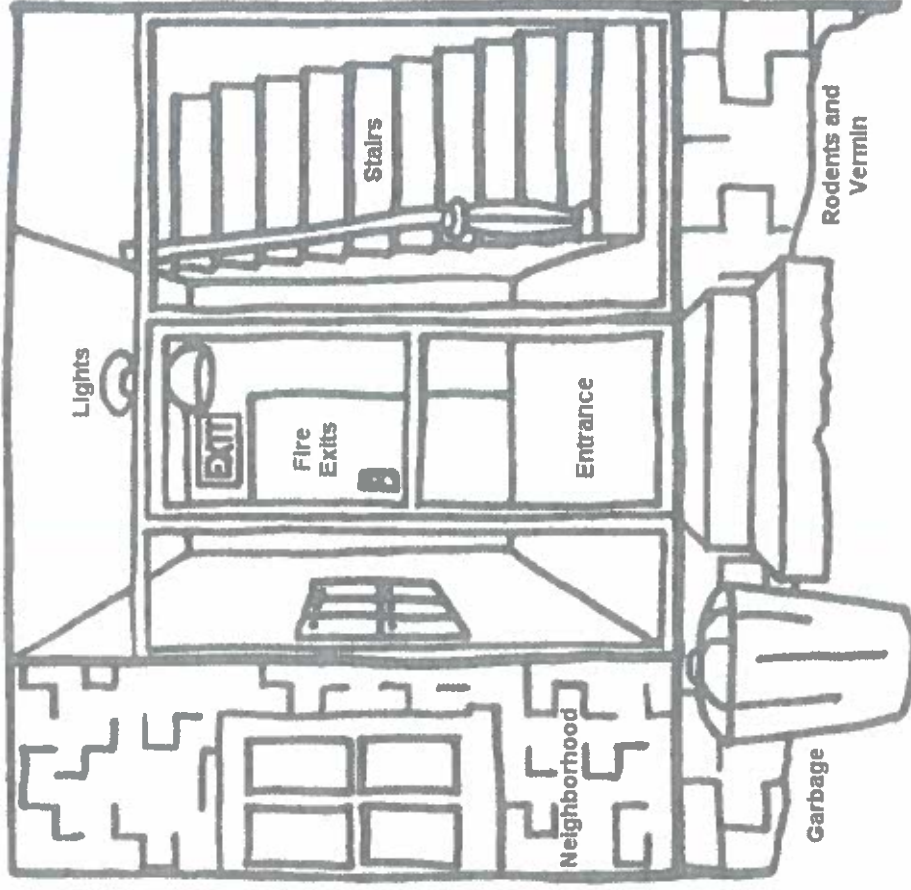
Window

At least one window. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.



Note: You may not be able to check these items listed here yourself, but the PHA Inspector will check them for you when the unit is inspected.

Pollution

No serious air pollution, such as exhaust fumes or sewer gas.

Rodents and Vermin

No sign of rats or large numbers of mice or vermin (like roaches).

For Manufactured Homes: Tie Downs

Manufactured homes must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage.

You should also think about:

- The type of fire exit. --Is it suitable for your family?
- How safe the house or apartment is for your family.
- The presence of screens and storm windows.
- Services in the neighborhood.
 - Are there stores nearby?
 - Are there schools nearby?
 - Are there hospitals nearby?
 - Is there transportation nearby?
- Are there job opportunities nearby?
- Will the cost of tenant-paid utilities be affordable and is the unit energy-efficient?
- Be sure to read the lead-based paint brochure given to you by the PHA or owner, especially if the housing or apartment is older (built before 1978).

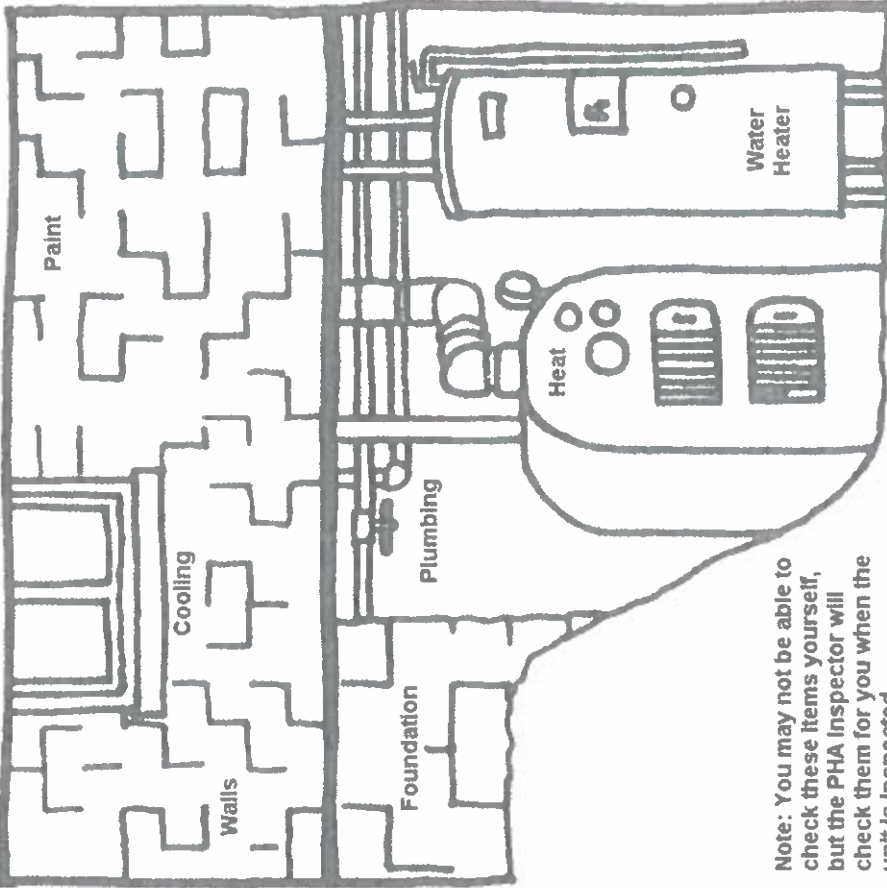
Paint

- No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

You should also think about:

- The types of locks on windows and doors
 - Are they safe and secure?
 - Have windows that you might like to open been nailed shut?
- The condition of the windows.
 - Are there small cracks in the panes?
- The amount of weatherization around doors and windows.
 - Are there storm windows?
 - Is there weather stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
 - Are they worn, faded, or dirty?
- The condition of the floor.
 - Is it scratched and worn?

2. Kitchen



Note: You may not be able to check these items yourself, but the PHA Inspector will check them for you when the unit is inspected.

The Kitchen must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Storage

Some space to store food.

Electricity

At least one electric outlet and one permanent light fixture. Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cords; they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Stove and Oven

A stove (or range) and oven that works (This can be supplied by the tenant)

Floor

A floor that is in good condition. Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Preparation Area

Some space to prepare food.

Paint

No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

Window

If there is a window, it must be in good condition.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground. A window that cannot be opened is acceptable.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Serving Area

Some space to serve food.

- A separate dining room or dining area in the living room is all right.

Refrigerator

A refrigerator that keeps temperatures low enough so that food does not spoil. (This can be supplied by the tenant.)

Sink

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

- The size of the kitchen.
- The amount, location, and condition of space to store, prepare, and serve food. Is it adequate for the size of your family?
- The size, condition, and location of the refrigerator. Is it adequate for the size of your family?
- The size, condition, and location of your sink.
- Other appliances you would like provided.
- Extra outlets.

Cooling

Some windows that open, or some working ventilation or cooling equipment that can provide air circulation during warm months.

Plumbing

Pipes that are in good condition, with no leaks and no serious rust that causes the water to be discolored.

Water Heater

A water heater located, equipped, and installed in a safe manner. Ask the manager.

Heat

Enough heating equipment so that the unit can be made comfortably warm during cold months.

- Not acceptable are space heaters (or room heaters) that burn oil or gas and are not vented to a chimney. Space heaters that are vented may be acceptable if they can provide enough heat.

You should also think about:

- How well maintained the apartment is.
- The type of heating equipment.
 - Will it be able to supply enough heat for you in the winter, to all rooms used for living?
- The amount and type of weatherization and its affect on utility costs.
 - Is there insulation?
 - Are there storm windows?
 - Is there weather-stripping around the windows and doors?
- Air circulation or type of cooling equipment (if any).
 - Will the unit be cool enough for you in the summer?

5. Building Exterior Plumbing, and Heating

The Building must have:

Roof

A roof in good condition that does not leak, with gutters and downspouts, if present, in good condition and securely attached to the building.

- Evidence of leaks can usually be seen from stains on the ceiling inside the building.

Outside Handrails

Secure handrails on any extended length of stairs (e.g. generally four or more steps) and any porches, balconies, or decks that are 30 inches or more above the ground.

Walls

Exterior walls that are in good condition, with no large holes or cracks that would let a great amount of air get inside.

Foundation

A foundation in good condition that has no serious leaks.

Water Supply

A plumbing system that is served by an approvable public or private water supply system. Ask the manager or owner.

Sewage

A plumbing system that is connected to an approvable public or private sewage disposal system. Ask the manager or owner.

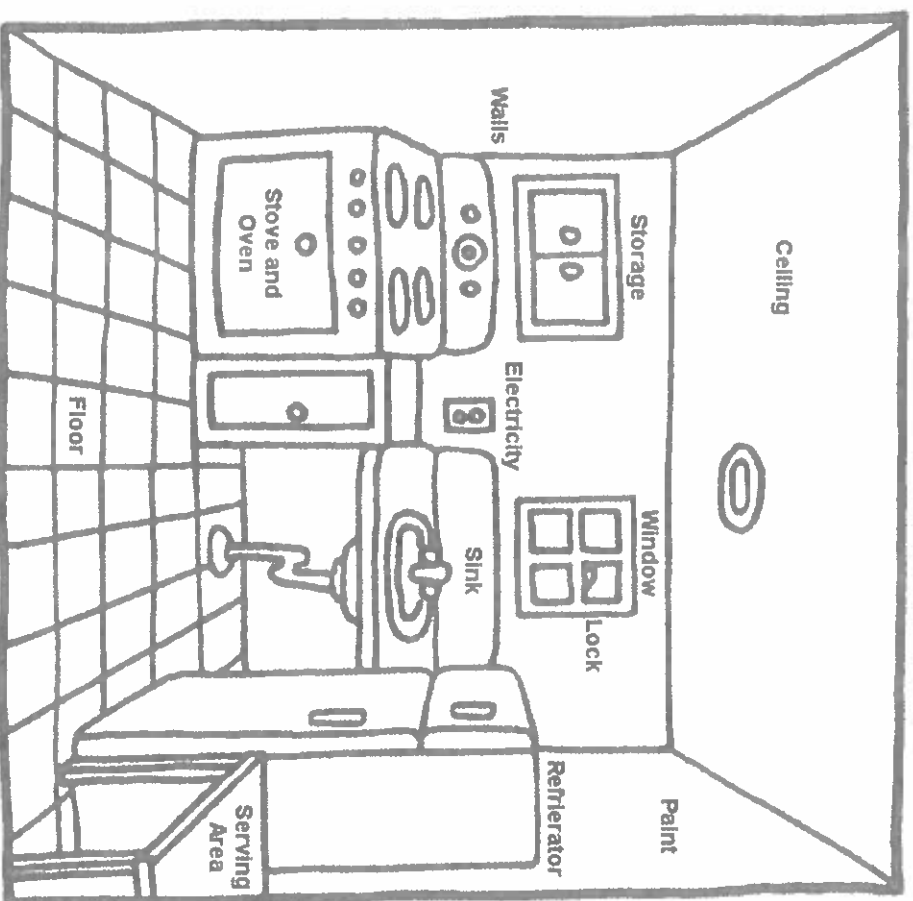
Chimneys

No serious leaning or defects (such as big cracks or many missing bricks) in any chimneys.

Paint

No cracking, peeling, or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

- This includes exterior walls, stairs, decks, porches, railings, windows, and doors.



3. Bathroom

The Bathroom must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Window

A window that opens or a working exhaust fan.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

Toilet

A flush toilet that works.

Tub or Shower

A tub or shower with hot and cold running water.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

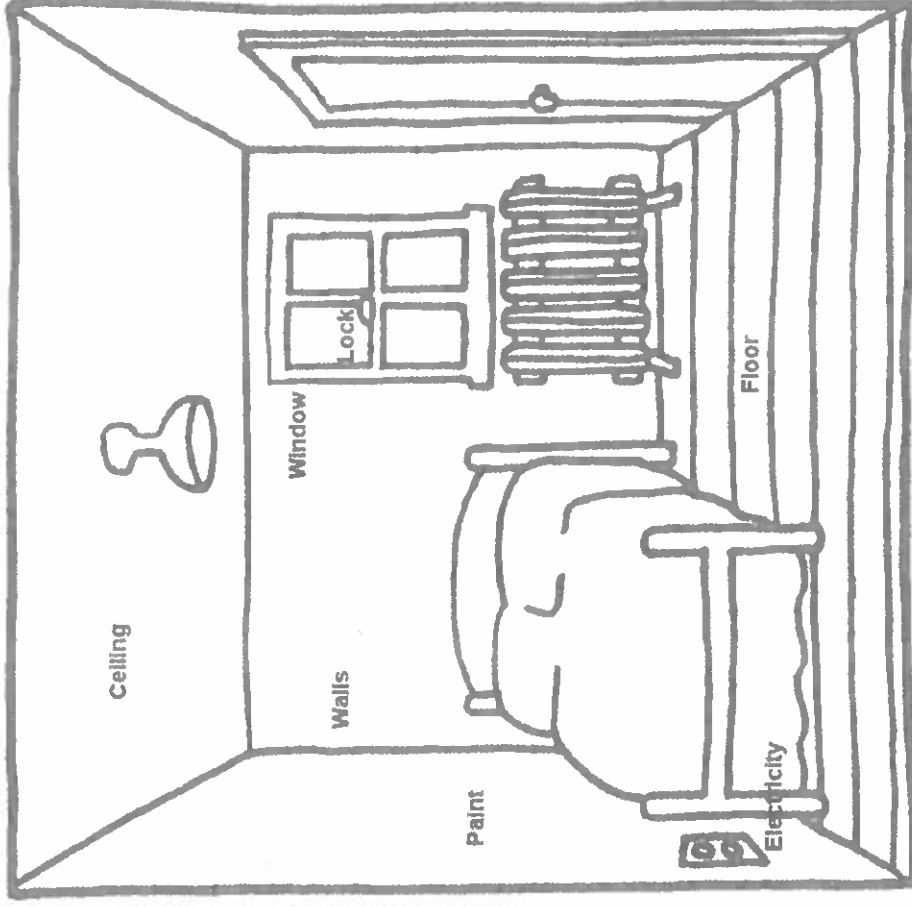
Paint

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface such as plaster



Window

At least one window, which must be openable if it was designed to be opened, in every room used for sleeping. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

Other rooms that are not lived in may be: a utility room for washer and dryer, basement or porch. These must be checked for security and electrical hazards and other possible dangers (such as walls or ceilings in danger of falling), since these items are important for the safety of your entire apartment. You should also look for other possible dangers such as large holes in the walls, floors, or ceilings, and unsafe stairways. Make sure to look for these things in all other rooms not lived in.

You should also think about:

- What you would like to do with the other rooms.
-- Can you use them the way you want to?
- The type of locks on windows and doors.
-- Are they safe and secure?
-- Have windows that you might like to open been nailed shut?
- The condition of the windows.
-- Are there small cracks in the panes?
- The amount of weatherization windows.
-- Are there storm windows?
-- Is there weather-stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
-- Are they worn, faded, or dirty?
- The condition of the floors.
-- Are they scratched and worn?

Electricity

At least one permanent overhead or wall light fixture.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Sink

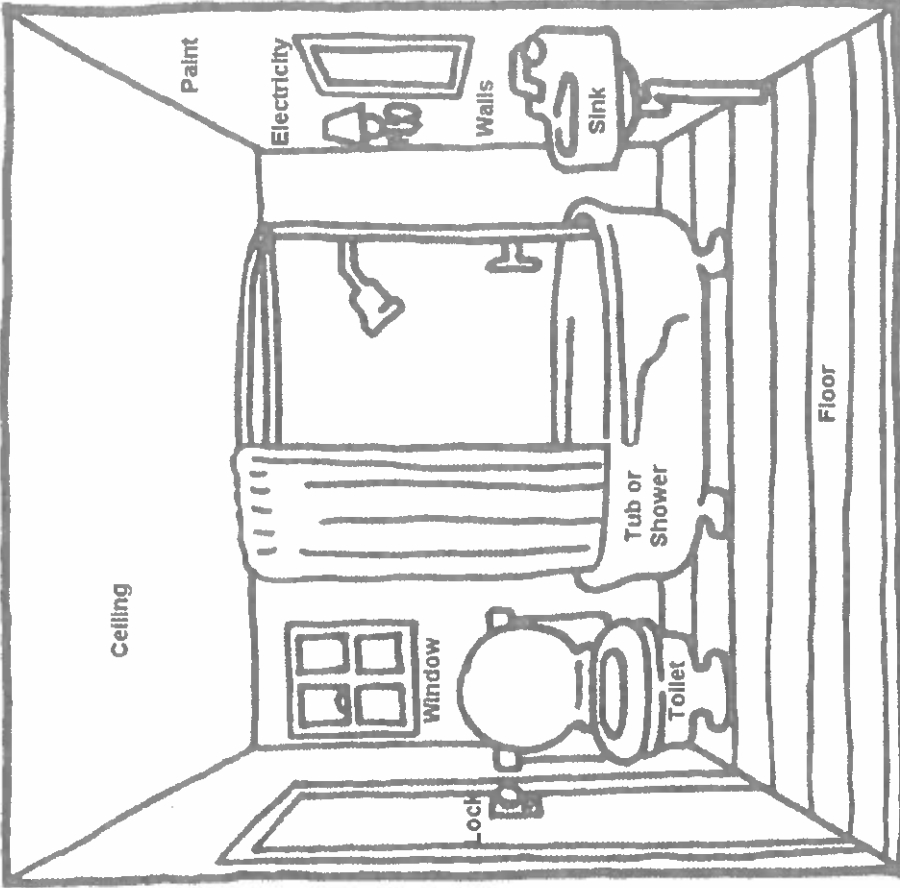
A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

- The size of the bathroom and the amount of privacy.
- The appearances of the toilet, sink, and shower or tub.
- The appearance of the grout and seal along the floor and where the tub meets the wall.
- The appearance of the floor and walls.
- The size of the hot water heater.
- A cabinet with a mirror.

4. Other Rooms



Other rooms that are lived in include: bedrooms, dens, halls, and finished basements or enclosed, heated porches. The requirements for other rooms that are lived in are similar to the requirements for the living room as explained below.

Other Rooms Used for Living must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Paint

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

Electricity in Bedrooms

Same requirement as for living room.

In All Other Rooms Used for Living: There is no specific standard for electricity, but there must be either natural illumination (a window) or an electric light fixture or outlet.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

PLACE
POSTAGE
HERE

CORRECT POSTAGE
REQUIRED

HOUSING ASSISTANCE DIVISION
LOS ANGELES COUNTY DEVELOPMENT
AUTHORITY PO BOX 1503
ALHAMBRA CALIFORNIA 91802-1911