



Project-Based
Program

Unit Transfer Forms packet

A move within the same property is considered a *unit transfer*. If a tenant is moving to a new property with the same owner, a new application must be completed.

Indicates forms included in the Unit Transfer Forms packet. Agencies or applicants supply the other document listed.

SHA Checklist

Inspection Self-Certification

- **Copy of Lease**

Copy of Tenancy Addendum

Lead-Based Paint Disclosure (if applicable)

NOTE: When a tenant transfers units, their Annual Recertification date does not change. Therefore, SHA does not recertify a participant at the time of transfer.

If their income has not changed and the rent for both units is the same, their portion of the rent will not change. If you want SHA to create a new rent calculation spreadsheet prior to the transfer, you must request it.

Otherwise, SHA's prior approval is not for a transfer to another contracted unit.

Forms must be signed by all household members 18 years of age or older.

SHA CHECKLIST

Project-based Program

Sender's Name (not agency name): _____ Phone or Email _____ Date: _____

Applicant Name: _____ Property Name: _____

Bedroom Size Requested: _____ Address & Unit Number: _____

APPLICATION	PART 2 (Move in)	Annual Review	Special Review	Transfers	Is this a Sound Families Unit? (circle one)	
					YES	NO
					<input type="checkbox"/>	<input type="checkbox"/>
					*	<i>Required ONLY for a change in household composition</i>
ASSEMBLE MATERIALS IN ORDER FROM TOP TO BOTTOM						
					1. SHA Checklist	
					2. SHA Application	
			*		3. Personal Declaration	
					4. Change of Income or Household Conditions (SHA-385PL)	
			*		5. Copy(s) of Social Security Card	
			*		6. Proof of Identity for all Household Members (photo ID for adults, birth records for minors)	
					7. Declaration of Citizenship	
			*		8. Eligible Immigration Status Verification Consent Form	
			*		9. Authorization for the Release of Information (HUD 9886)	
			*		10. SHA Project-based Release of Information	
			*		11. Criminal Background Check	
INCOME						
					1. Income Verification (either WSHFC forms or SHA forms will be accepted)	
					2. Self-Employment Verification include a signed copy of last year's tax return (WSHFC Self-Employment Verification can be substituted for this form)	
					3. Zero Income Affidavit (WSHFC or SHA form)	
ASSETS						
					1. Asset Verification (if assets in excess of \$5,000) (WSHFC forms or SHA forms)	
ALLOWANCES & DEDUCTIONS (if applicable)						
					1. Professional Certification of Disability	
					2. Out of Pocket Childcare/Daycare Expenses (include receipts)	
					3. Out of Pocket Medical Deductions (include prescription printout or receipts)	
PART 2: MOVE IN & TRANSFERS						
					1. Initial Inspection Self-Certification	
					2. Copy of the Lease and Tenancy Addendum	
					3. Change of Income or Household Conditions (SHA-385PL) (if applicable)	
					4. Reporting Obligations and Drug form	
					5. Lead Based Paint disclosure (if applicable)	
					6. Statement of Family Responsibility (signed by Tenant & Owner)	
⇒ TRANSFERS ONLY					Date of Transfer: _____	
					Old Unit #: _____	
					New Unit #: _____	

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CONTACT NUMBERS FOR THE PROJECT-BASED PROGRAM

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Project-based program Initial Inspection Self-Certification

Building Name: _____

New Resident: _____

Unit Number: _____

I, _____, building manager, certify that unit number _____ has been inspected by the Seattle Housing Authority within the last twelve months. I further certify that the following HUD Housing Quality Standards at 24 CFR 982.401 were met on the date that the new resident/participant first occupied the unit:

- ◇ The plumbing systems and sanitary facilities are in proper operating condition
- ◇ The dwelling unit provides adequate space and security for the family.
- ◇ The lock(s) to the unit are working properly
- ◇ The heating system is safe for heating the dwelling unit (and a safe cooling system, where present).
- ◇ The electrical fixtures and wiring ensure safety from fire.
- ◇ The electrical outlets are in proper operating condition.
- ◇ The dwelling unit is structurally sound.
- ◇ The ceilings, walls, and floors do not have any serious defects
- ◇ Elevators (if any) are working and safe.
- ◇ The dwelling unit and its equipment is in sanitary condition.
- ◇ The dwelling unit and its equipment is free of vermin and rodent infestation.
- ◇ The unit contains a working smoke detector.
- ◇ Lead Based Paint - The dwelling unit and common areas (including the exterior of the building, fences, storage buildings, garages, etc.) have no chipping, peeling, and/or chafing paint.

Name and Title

Signature

Date

Tenancy addendum

Section 8 Project Based Voucher Program

1. Section 8 Project Based 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 Project Based Voucher Program of the United States Department of Housing and Urban Development (HUD) Under the SHA Move To Work (MTW) project basing policy.
- b. The owner has entered into a Project Based Housing Assistance Payments Contract (HAP contract) with SHA under the Project Based Voucher Program as modified by SHA under its MTW authority. Under the HAP contract, SHA 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 SHA a copy of the lease, including any revisions agreed to 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 this 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 Project Based Voucher Program.
- b. The composition of the household must be approved by SHA. The family must promptly inform SHA 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 SHA.
- c. The contract unit may only be used for residence by SHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profitmaking 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 SHA in accordance with HUD requirements as modified by SHA under its MTW Authority.
- 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 SHA in accordance with HUD requirements.
 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 SHA housing assistance payment.
- b. Each month, SHA 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 SHA in accordance with HUD requirements for a tenancy under the Section 8 Project Based 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 SHA housing assistance payment under the HAP contract between the owner and SHA. A SHA 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 SHA 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 Housing Quality Standards (HQS).
2. Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

a. 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.

a. 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.

b. 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).
4. Other good cause (as provided in paragraph d).

a. 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.
 - d) Any drug-related criminal activity on or near the premises.
1. 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.
 - 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 includes:
 - a) Disturbance of neighbors.
 - b) Destruction of property.
 - c) Living or housekeeping habits that cause damage to the unit or premises.
1. After the initial lease term, such good cause includes:
 - 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.
 - 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).

e. Eviction by Court Action. The owner may only evict the tenant by a court action.

f. 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 SHA 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. SHA Termination of Assistance. SHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If SHA terminates program assistance for the family, the lease terminates automatically.

11. Family Move Out. The tenant must notify SHA 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, SHA 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 SHA-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 Project Based 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 SHA 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 SHA 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.
 - a. SHA 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.
 - b. The owner must request a change in the amount of rent from SHA in accordance with HAP Contract 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 SHA and the owner. SHA 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 SHA-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 by Section 8.

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.

Move To Work. A federal program that resulted in an agreement between SHA and HUD that allows SHA to impose its own policy requirements in place of those imposed by federal regulations or statutes.

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

Program. The Section 8 Project Based 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 SHA housing assistance payment to the owner.

SHA. Seattle Housing Authority

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 Project Based Voucher Program. Under this program, HUD provides funds to SHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the Project Based Voucher Program.



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Summary of lead based paint regulations For units built before 1978

This is to inform you of your responsibilities as a Participating Section 8 Landlord. The Lead Safe Housing Rule is designed to protect you, your employees and your tenants from lead poisoning.

The regulations set hazard reduction requirements that give much greater emphasis to reducing lead in house dust and thereby reduce the exposure to young children. The Housing Authority, as part of its regular initial or annual inspection process, will conduct a visual evaluation of the interior and exterior painted surfaces including common areas, stairways, boundary fences and garages during the initial and periodic inspections of the rental property. The inspector will look for **any signs of deteriorated** paint such as peeling, chipping, chalking or cracking, of any paint or coating located on the interior or exterior surface that is otherwise damaged or separated from the substrate.

The Seattle Housing Authority strongly urges landlords to regularly inspect their property and remove any defective paint according to the Federal requirements prior to the initial or annual inspection. A good owner maintenance program is the easiest solution to prevent paint problems from occurring.

If deteriorated paint is found, and the unit was built before 1978 and is expected to be or is occupied by a family with a child under 6 years of age or a pregnant household member, the regulations require the owner to perform “paint stabilization” activities using “safe work practice”.

- ✓ All interior and exterior deteriorated paint must be removed or encapsulated, and where paint is removed, the area must be repainted.
- ✓ Damaged substrate surfaces must also be repaired.
- ✓ A person **trained** and **certified** in Safe Work Practices must conduct all work. This person must have successfully completed the Remodeler’s and Renovator’s Lead-Based Paint Training Course or Safe Work Practices Training Course approved by HUD. This work also involves the use of specialized equipment such as a HEPA Vacuum, and respirator.
- ✓ The Owner must ensure and certify that paint stabilization was conducted using safe work methods including, occupant protection, and work site preparation and clean up. They include but are not limited to such practices as closing off the area with plastic sheeting, protecting workers, and cleaning the area thoroughly before allowing the Section 8 client back into the effected area.

- ✓ The unit must then pass a clearance examination that includes a visual assessment of the unit/work area and surface wipe samples of the affected rooms that are sent to a lab for analysis to determine the presence of lead on floors, windowsills and troughs. Contact the Housing Authority for information on how to obtain the clearance testing. If the work site was not properly contained, then the entire unit must pass clearance. If the work area was properly sealed off, testing can be conducted on the work site and area immediately outside the containment.
- ✓ The owner must provide notification to the occupants in writing of the hazard reduction activities and the result of the clearance or any other testing completed on the unit.
- ✓ The owner must conduct on going monitoring and maintenance of the unit to prevent lead hazards.

De Minimis Levels- *“Greater than”* means deteriorated paint totaling more than (a) 20 square feet on any one type of exterior surface(s); (b) 2 square feet in any one interior room or space; and/or (c) 10 percent of the total surface area on an interior or exterior component with a small surface area such as window sills and trim.

“Less than” includes all amounts at or below a, b or c listed in the “greater than” definition. Clearance examinations are not required when maintenance and hazard reduction activities do not disturb painted surfaces defined as “less than”. Use of “Safe Work Practices” is highly recommended by the Housing Authority.

If the unit or areas of deteriorated paint have been tested by a certified laboratory or Certified Risk Assessor and have found no lead present, the Housing Authority will exempt these areas from any immediate or future removal procedures.

The Seattle Housing Authority is committed to making this process as efficient as possible and will assist in providing information and resources to you at your request.

Housing Quality Standards Inspection Services

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