



NOTICE: YOUR RIGHTS UNDER VAWA

JULY 9, 2026

The Montgomery County Housing Authority (MCHA) believes that everyone deserves a safe place to live. We do not turn away or evict anyone just because they are a victim of domestic violence, dating violence, sexual assault, or stalking. Under a federal law called the Violence Against Women Act (VAWA), both men and women have special rights that protect you from being treated unfairly.

How the Law Protects You:

- **You Cannot Be Evicted or Turned Away:** If someone is hurting or stalking you, MCHA cannot kick you out of your home or deny you housing because of that abuse.
- **Emergency Transfers:** If you feel unsafe in your home due to abuse, you can ask for an emergency move to a different, safer apartment. You can also ask to move if you were assaulted on the property within the last 90 days.
- **Complete Privacy:** Anything you tell us about the abuse will be kept completely confidential. We will never share your information with the person harming you, your landlord, or anyone else unless you give us written permission.

How to Get Help and Ask for a Safe Move:

If you need to use your VAWA rights, ask for an emergency move, or file a complaint, contact our **VAWA Rights Coordinator** right away:

- **Office Address:** 104 West Main Street, Suite 1, Norristown, PA 19401
- **How to Apply:** Read our Emergency Transfer Plan and fill out Form HUD-5382. You can hand this directly to the VAWA Coordinator.
- **What Papers You Need:** You only need to fill out the simple HUD form to start. You **do not** need to show us a police report or court papers to get help.

MONTGOMERY COUNTY HOUSING AUTHORITY (MCHA)
VAWA POLICY AND PROCEDURES

- Agency Plan VAWA Statement
- Forms:
 - HUD-5380 Notice of Occupancy Rights under the Violence Against Women Act: Public Housing Program / Housing Choice Voucher Program
 - HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternate Documentation
- Public Housing Program Emergency Transfer Plan
- Housing Choice Voucher Program Emergency Transfer Plan
- Forms:
 - HUD-5383 Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking
- VAWA Attachments
 - Briefing Certificate (PH)
 - Notice of Ineligibility for Other Reasons (PH)
 - Final and Only Lease Termination (PH)
 - Screening Procedure for Drug/Alcohol Abuse and other Criminal Activity (PH/HCV)
- VAWA References
 - Residential Dwelling Lease Section 46 (PH)
 - ACOP:
 - Chapter 1, Section M
 - Chapter 8, Section B
 - HCVP Admin Plan:
 - Page 9 (1.)
 - Page 48 (3)
 - Page 53, Section Z
 - HUD-52641-A Tenancy Addendum

PHA PLAN ELEMENTS, #13 Violence Against Women Act (VAWA)

Public Housing Department's Statement of Goals Concerning VAWA:

The MCHA Public Housing Department has added provisions to the Admissions and Continued Occupancy Policy and the Residential Dwelling Lease that states that the MCHA cannot deny an applicant or terminate a tenant, regardless of gender, based upon the applicant or tenant being or having been a victim of domestic violence, dating violence, sexual assault, or stalking, provided that the applicant or tenant is otherwise eligible. A Notice describing the general protections, the limitations of protection, the certifications that will be required and the Department's commitment to keep all information confidential, including the fact that the tenant is a victim, has been furnished to all current tenants and continues to be a document provided at the briefing interview for new admissions.

The following forms: Notice of Ineligibility and Notice of Termination contain wording that describes an applicant or tenants' rights under VAWA and the procedures they are required to follow, if they believe their denial or termination is a result of being a victim of bona fide incidents of domestic violence, dating violence, sexual assault or stalking. When an applicant or tenant family is facing denial or termination, and the applicant or tenant claim to be a victim, the tenant may submit documentation affirming that claim.

If an applicant or tenant requests VAWA housing protections, they must submit a certification form to the VAWA Officer within 14 business days from the date the written request is received. To satisfy this request, the individual has the absolute right to submit Form HUD-5382 (Self-Certification) as complete and sufficient documentation. MCHA cannot require third-party police, court, or medical records to grant basic VAWA protections. The 14-business-day timeline may be extended by the VAWA Officer on a case-by-case basis if reasonable accommodation or extenuating circumstances require it. Once a complete certification is received, the VAWA Officer will review the file to ensure the family is otherwise eligible for the Public Housing program. If an independent, non-VAWA eligibility issue exists, the individual retains their full regulatory right to an informal hearing or grievance conference.

The Public Housing Department maintains an active partnership with local emergency resources. Staff will immediately provide survivors with direct agency contacts, brochures, and emergency referral to the Women's Center of Montgomery County and Laurel House.

Housing Choice Voucher Program's Statement of Goals Concerning VAWA:

The HCVP notifies both applicants and participants of the HCVP of their rights under VAWA, including:

- Sending a letter to all participants of the HCVP whose HCVP assistance was initiated before the VAWA informing them of their rights under VAWA; and
- Using HUD's Tenancy Addendum for the HCVP (form HUD-52641 A) which includes VAWA information. Additionally, all landlords must sign form HUD 52641, which includes information on VAWA, and Protections for Victims of Abuse.

When an HCVP participant discloses to staff that they are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, the file must be routed to the VAWA Officer within 24 hours. The VAWA Officer will immediately initiate processing and provide the individual with a copy of Form HUD-5380 (Notice of Occupancy Rights), Form HUD-5382 (Certification

Form), and MCHA's HCVP Emergency Transfer Plan. MCHA will actively assist the participant in exercising their right to relocate safely with continued housing assistance, including expediting requests to move during the first year of a tenancy, executing emergency voucher transfers, or coordinating out-of-county portability moves. Additionally, MCHA will immediately provide the family with a direct referral directory to local emergency support networks, including Legal Aid of Southeastern PA, Laurel House, and the Women's Center of Montgomery County.

Updates to MCHA Goals:

MCHA utilizes approved Emergency Transfer Plans for both Public Housing and Housing Choice Voucher Program.

MCHA utilizes Notices HUD-5380, HUD-5382 and HUD-5383 and has translated them into Spanish.

Notices have been added to the MCHA's website and Public Housing online application which is accessed through the website.

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

When should I receive this form? A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

What is the Violence Against Women Act (“VAWA”)? This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act (“VAWA”). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

What if I require this information in a language other than English? To read this information in Spanish or another language, please contact [INSERT COVERED HOUSING PROVIDER’S CONTACT INFORMATION; FOR HOPWA PROVIDERS – INSERT GRANTEE NAME AND CONTACT INFORMATION] or go to [INSERT WEBSITE, IF APPLICABLE]. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

What do the words in this notice mean?

- *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- *Victim* means any victim of VAWA violence/abuse.
- *Affiliated person* means the tenant’s spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant’s household; or anyone for whom the tenant acts as parent/guardian.
- *Covered housing program*¹ includes the following HUD programs:
 - Public Housing
 - Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
 - Section 8 Project-Based Rental Assistance (PBRA)
 - Section 8 Moderate Rehabilitation Single Room Occupancy
 - Section 202 Supportive Housing for the Elderly
 - Section 811 Supportive Housing for Persons with Disabilities
 - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
 - Section 236 Multifamily Rental Housing
 - Housing Opportunities for Persons With AIDS (HOPWA) program
 - HOME Investment Partnerships (HOME) program
 - The Housing Trust Fund
 - Emergency Solutions Grants (ESG) program
 - Continuum of Care program
 - Rural Housing Stability Assistance program
- *Covered housing provider* means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

¹ For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act’s Housing Provisions at <https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingStmnt092024.pdf>.

What if I am an applicant under a program covered by VAWA? You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

What if I am a tenant under a program covered by VAWA? You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you, a household member, or another affiliated person.

How can tenants request an emergency transfer? Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
 - a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
 - b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request. To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan, [ENTER SPECIFIC CONTACT INFORMATION, WEBSITE, AND/OR INSTRUCTIONS FOR REQUESTING AN EMERGENCY TRANSFER OR A COPY OF THE APPLICABLE VAWA EMERGENCY TRANSFER PLAN]. The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

Can the perpetrator be evicted or removed from my lease? Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance? In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don't want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.

Covered Housing Program(s)	Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYI, etc.), see also program specific guidance)	If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing. For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing. If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.

Are there any reasons that I can be evicted or lose assistance? VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

What do I need to document that I am a victim of VAWA abuse/violence? If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. BUT the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any one of the following:

1. A self-certification form (for example, Form HUD 5382), which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. A statement from a victim/survivor service provider, attorney, mental health professional or medical professional who has helped you address incidents of VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. A police, administrative, or court record (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; OR
4. If allowed by your covered housing provider, any other statement or evidence provided by you.

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

Will my information be kept confidential? If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

Your information **will not be disclosed** to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or
3. If other applicable law requires the covered housing provider to share the information.

How do other laws apply? VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence.

Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact [INSERT APPROPRIATE STAFF MEMBER CONTACT INFORMATION]. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Have your protections under VAWA been denied? If you believe that the covered housing provider has violated these rights, you may seek help by contacting [INSERT LOCAL HUD FHEO FIELD OFFICE & CONTACT INFORMATION]. You can also find additional information on filing VAWA complaints at <https://www.hud.gov/VAWA> and https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA. To file a VAWA complaint, visit <https://www.hud.gov/fairhousing/fileacomplaint>.

Need further help?

- ° For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.
- ° To talk with a housing advocate, contact [ENTER CONTACT INFO FOR LOCAL ADVOCACY AND LEGAL AID ORGANIZATIONS].

Public reporting burden for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 CFR 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

Confidentiality Note: Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

Purpose of Form: If you are a tenant of or applicant for housing assisted under a covered housing program, or if you are applying for or receiving transitional housing or rental assistance under a covered housing program, and ask for protection under the Violence Against Women Act ("VAWA"), you may use this form to comply with a covered housing provider's request for written documentation of your status as a "victim". This form is accompanied by a "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

VAWA protects individuals and families regardless of a victim's age, sex, or marital status.

You are not expected **and cannot be asked or required** to claim, document, or prove victim status or VAWA violence/abuse other than as stated in "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

This form is **one of your available options** for responding to a covered housing provider's written request for documentation of victim status or the incident(s) of VAWA violence/abuse. If you choose, you may submit one of the types of third-party documentation described in Form HUD-5380, in the section titled, "What do I need to document that I am a victim?". Your covered housing provider must give you at least 14 business days (weekends and holidays do not count) to respond to their written request for this documentation.

Will my information be kept confidential? Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person's access for that reason, **and** (3) the authorization complies with applicable law. This information will not be given to anyone else or put in a database shared with anyone else, unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, **or** (3) is required to do so by law.

In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

What if I require this information in a language other than English? To read this in Spanish or another language, please contact [INSERT COVERED HOUSING PROVIDER'S CONTACT INFORMATION; FOR HOPWA PROVIDERS – INSERT GRANTEE NAME AND CONTACT INFORMATION] or go to [INSERT WEBSITE, IF APPLICABLE]. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Need further help? For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact [ENTER CONTACT INFO FOR LOCAL ADVOCACY AND LEGAL AID ORGANIZATIONS].

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Name(s) of victim(s): _____

2. Your name (if different from victim's): _____

3. Name(s) of other member(s) of the household: _____

4. Name of the perpetrator (if known and can be safely disclosed): _____

5. What is the safest and most secure way to contact you? (You may choose more than one.)

If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

☐ Phone Phone Number: _____

Safe to receive a voicemail: ☐ Yes ☐ No

☐ E-mail E-mail Address: _____

Safe to receive an email: ☐ Yes ☐ No

☐ Mail Mailing Address: _____

Safe to receive mail from your housing provider: ☐ Yes ☐ No

☐ Other Please List: _____

6. Anything else your housing provider should know to safely communicate with you?

Applicable definitions of domestic violence, dating violence, sexual assault, or stalking:

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who lives with or has lived with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Spouse or intimate partner of the victim includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Dating violence means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; **and**
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) The type of relationship; and (iii) The frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others **or**
- (2) Suffer substantial emotional distress.

Certification of Applicant or Tenant: By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that one or more members of my household is or has been a victim of domestic violence, dating violence, sexual assault, or stalking as described in the applicable definitions above.

Signature

Date

Public Reporting Burden for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Housing providers in programs covered by VAWA may request certification that the applicant or tenant is a victim of VAWA violence/abuse. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

MCHA VAWA EMERGENCY TRANSFER PLAN – PUBLIC HOUSING

Montgomery County Housing Authority (“MCHA”) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), MCHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of MCHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether MCHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that Public Housing is in compliance with VAWA.

A. Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD’s regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within 90 days (including holidays and weekend days) of when that assault occurred preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

MCHA should not evaluate whether the tenant is in good standing as part of the assessment or provision of an emergency transfer. Whether or not a tenant is in good standing does not impact their ability to request an emergency transfer under VAWA.

B. Emergency Transfer Request Documentation

To request an emergency transfer, the tenant or someone on the tenant’s behalf shall notify MCHA’s management office either verbally or in writing. The management office will provide to the tenant or their advocate, in a manner that has been expressed as safe by the tenant or their advocate (either in person or by mail), with HUD Form 5382 *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation* and HUD Form 5383, *Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*.

The tenant or their advocate shall fill out and submit these forms or provide any alternate and supporting documentation where permitted, to the attention of **VAWA Rights Officer, MCHA Central Administration Office, 104 West Main Street, Suite 1, Norristown, PA 19401**. within 14 business days of the original verbal or written request. Unless MCHA receives documentation that contains conflicting information, MCHA cannot require third-party documentation (such as police reports or court records) to determine status as a VAWA victim for emergency transfer eligibility. Self-certification via Form HUD-5382 is legally sufficient. MCHA will provide reasonable accommodations to this policy for individuals with disabilities.

C. Confidentiality

MCHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives MCHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. MCHA will restrict electronic access to the survivor's transfer data within our software systems, limiting visibility exclusively to the VAWA Officer. All physical documentation will be kept securely and separately from standard tenant files in a locked compliance repository. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about MCHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

D. Emergency Transfer Timing and Availability

MCHA will formally acknowledge receipt of an emergency transfer request and begin processing it within five (5) business days. MCHA will commence a formal investigation into any connected grievances within ten (10) calendar days and complete its investigation and resolution response within thirty (30) calendar days. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. MCHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If MCHA has no safe and available units for which a tenant who needs an emergency is eligible, MCHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move and offer the tenant the option of a Housing Choice Voucher Program ("HCVP") voucher to allow the tenant to locate housing on the private rental housing market. At the tenant's request, MCHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

E. Priority for Transfers

Tenants who qualify for an emergency transfer under VAWA will be given absolute priority over other categories of tenants seeking transfers and individuals on waiting lists. VAWA emergency transfers will be treated as equivalent to or higher than the highest-ranked life-safety or emergency maintenance transfers administered by MCHA.

F. Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachment: Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

Local Organizations Offering Victim Assistance

Domestic Violence, Dating Violence, Stalking, Housing, Community Outreach

LAUREL HOUSE

PO Box 674

Norristown, PA 19404

610-277-1860

FAX 610-277-6425

info@laurel-house.org

Contact Person – Supervisor Beth Steurman

HOT LINE 1-800-642-3150

PA COALITION AGAINST DOMESTIC VIOLENCE

<http://www.pcadv.org/>

1-800-537-2238

Domestic/Dating Violence, Elder Abuse, Peer & Group Counseling, Community Outreach

WOMEN'S CENTER OF MONTGOMERY COUNTY

7 County Locations

215- 635-7344 Elkins Park Office (Main)

610-279-1548 Norristown Office

610-970-7363 Pottstown Office

610-525-1427 Bryn Mawr Office

215-996-0721 Colmar Office

215-853-8060 Lansdale Hospital

215-938-3711 Holy Redeemer Hospital

wwebmail@dca.net

Contact Person – Maria Macaulso

Hotline: 1-800-773-2424

Sexual Assault, Violent Crimes

VICTIM SERVICES CENTER OF MONTGOMERY COUNTY

325 Swede St, 2nd Floor

Norristown, PA 19401

610-277-0932

FAX 610-277-6386

<http://www.victimservicescenter.org/>

HOT LINE 1-888-521-0983

MCHA VAWA EMERGENCY TRANSFER PLAN – HCVP

Montgomery County Housing Authority (“MCHA”) is concerned about the safety of the individuals and families who participate in the MCHA’s Housing Choice Voucher Program (“HCVP”), and such concern extends to participants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), MCHA allows participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the participant’s current assisted-unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of MCHA to honor such request for participants currently receiving assistance, however, may depend upon a preliminary determination that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether MCHA has another dwelling unit that is available and is safe to offer the participant for temporary or more permanent occupancy.

This plan identifies participants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to participants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that the HCVP is in compliance with VAWA.

A. Eligibility for Emergency Transfers

A participant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD’s regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the participant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the participant remains within the same unit. If the participant is a victim of sexual assault, the participant may also be eligible to transfer if the sexual assault occurred on the premises within 90 days (including holidays and weekend days) of when that assault occurred preceding a request for an emergency transfer.

A participant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

MCHA will not evaluate whether a voucher participant is in good standing as part of the assessment or processing of a VAWA emergency transfer request.

Additionally, participants may request an emergency transfer even if they are in the first year of an assisted tenancy or during the term of an assisted tenancy.

B. Emergency Transfer Request Documentation

To request an emergency transfer, the participant or someone on his/her behalf shall notify MCHA’s management office and submit a written request for a transfer to the VAWA Officer, 104 W. Main Street, Suite 1, Norristown, PA 19401, Telephone: (610) 275-5720 PA Voice Relay: (800) 654-5988. MCHA will provide reasonable accommodations to this policy for

individuals with disabilities. The participant's written request for an emergency transfer should include either:

1. A statement expressing that the participant reasonably believes that there is a threat of imminent harm from further violence if the participant were to remain in the same dwelling unit assisted under MCHA's program; OR
2. A statement that the participant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the participant's request for an emergency transfer.
3. MCHA requires only a completed Form HUD-5382 or Form HUD-5383 to initiate an emergency move. Staff are strictly prohibited from demanding third-party verification or verification from professional entities unless conflicting claims are filed.

If the participant's initial contact does not contain the necessary statement, then the management office will advise the participant and provide the participant or his/her advocate, with HUD Form 5382 *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation* and HUD Form 5383, *Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*, in a manner that has been expressed as safe by the participant or his/her advocate (either in person or by mail).

C. Confidentiality

MCHA will keep confidential any information that the participant submits in requesting an emergency transfer, and information about the emergency transfer, unless the participant gives MCHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the participant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the participant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about MCHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

D. Emergency Transfer Timing and Availability

Upon receiving a request for VAWA emergency relocation, the VAWA Officer will acknowledge receipt and initiate the voucher issuance track within five (5) business days.. As the MCHA does not maintain dwelling units under the HCVP, the MCHA cannot offer transfers to specific units under the HCVP; however, the MCHA will offer the participant the option to transfer to the MCHA's Public Housing Program, subject to availability and safety of a unit. If a participant reasonably believes a proposed transfer to a particular Public Housing unit would not be safe, the participant may request a transfer to a different unit. If a unit is available, the transferred participant must agree to abide by the terms and conditions that govern occupancy in

the unit to which the participant has been transferred. MCHA may be unable to transfer a participant to a particular unit if the participant has not or cannot establish eligibility for that unit.

If MCHA has no safe and available units for which a participant who needs an emergency is eligible, MCHA will assist the participant in identifying other housing providers who may have safe and available units to which the participant could move. At the participant's request, MCHA will also assist participants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

E. Safety and Security of Participants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the participant is urged to take all reasonable precautions to be safe.

Participants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Participants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Participants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachment: Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

Local Organizations Offering Victim Assistance

Domestic Violence, Dating Violence, Stalking, Housing, Community Outreach

LAUREL HOUSE

PO Box 674

Norristown, PA 19404

610-277-1860

FAX 610-277-6425

info@laurel-house.org

Contact Person – Supervisor Beth Steurman

HOT LINE 1-800-642-3150

PA COALITION AGAINST DOMESTIC VIOLENCE

<http://www.pcadv.org/>

1-800-537-2238

Domestic/Dating Violence, Elder Abuse, Peer & Group Counseling, Community Outreach

WOMEN'S CENTER OF MONTGOMERY COUNTY

7 County Locations

215- 635-7344 Elkins Park Office (Main)

610-279-1548 Norristown Office

610-970-7363 Pottstown Office

610-525-1427 Bryn Mawr Office

215-996-0721 Colmar Office

215-853-8060 Lansdale Hospital

215-938-3711 Holy Redeemer Hospital

wwebmail@dca.net

Contact Person – Maria Macaulso

Hotline: 1-800-773-2424

Sexual Assault, Violent Crimes

VICTIM SERVICES CENTER OF MONTGOMERY COUNTY

325 Swede St, 2nd Floor

Norristown, PA 19401

610-277-0932

FAX 610-277-6386

<http://www.victimservicescenter.org/>

HOT LINE 1-888-521-0983

**MONTGOMERY COUNTY HOUSING AUTHORITY
PUBLIC HOUSING DEPARTMENT**

BRIEFING CERTIFICATE

I certify that I have received a copy of the following:

1. **PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME BROCHURE AND DISCLOSURE**
2. **FAIR HOUSING EQUAL OPPORTUNITY FOR ALL BROCHURE**
3. **NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT (VAWA)**
4. **EMERGENCY TRANSFER REQUEST FOR CERTAIN VICTIMS OF DOMESTIC VIOLENCE AND SEXUAL ASSAULT**
5. **WHAT YOU SHOULD KNOW ABOUT THE ENTERPRISE INCOME VERIFICATION (EIV) SYSTEM**
6. **THINGS YOU SHOULD KNOW FLIER**
7. **HEALTH AND SAFETY REQUIREMENTS**
8. **BED BUG INFORMATIONAL SHEETS AND BROCHURES**
9. **CURRENT MAINTENANCE CHARGES**
10. **PET POLICY**
11. **MCHA GOOD HOUSEKEEPING STANDARDS POLICY**
12. **REQUEST FOR OVERNIGHT VISITORS**
13. **PECO CERTIFICATION (IF APPLICABLE)**
14. **FIRE EVACUATION PLAN FOR THE DEVELOPMENT (IF APPLICABLE)**
15. **DEVELOPMENT SPECIFIC SCHEDULES**

I certify that the MCHA Representative discussed pertinent Residential Dwelling Lease information and developmental procedures, including but not limited to:

- **COMMUNITY SERVICE REQUIREMENTS**
- **RENT DUE DATES, LATE FEES AND LATE RENT LEASE ENFORCEMENT**
- **REQUIREMENT TO REPORT CHANGES IN INCOME AND FAMILY COMPOSITION**
- **PUBLIC HOUSING OVER INCOME POLICIES**
- **REQUIREMENT TO REPORT OVERNIGHT GUESTS AND THE PROHIBITION OF UNAUTHORIZED PERSONS RESIDING IN THE UNIT**
- **HOW TO REQUEST WORK ORDER REPAIRS AND REPORTING DAMAGES**
- **LOCK OUTS AND AFTER HOUR SERVICE RESTRICTIONS**
- **ISSUANCE OF FOBS**
- **REQUIREMENT TO PROPERLY REGISTER A PET BEFORE BRINGING IT HOME**
- **NOTICE OF ENTRY REQUIREMENTS**
- **SMOKE FREE POLICY ENFORCEMENT**
- **VACATE NOTICE**
- **LEASE RIDER**
- **GRIEVANCE PROCEDURES**

I received a copy of my **RESIDENTIAL DWELLING LEASE** and all **RIDERS TO THE LEASE** and am aware that a single violation of the terms of my lease and the incorporated policies in the **ADMISSION AND CONTINUED OCCUPANCY POLICY** shall be deemed serious and it is understood and agreed that it shall be good cause for termination or non-renewal of my lease. It is my responsibility to educate the members of my family, any guests or any other person under my control of the seriousness of a single violation of my Montgomery County Housing Authority lease and policies.

Head of Household

Date

MCHA Representative

Date



MONTGOMERY COUNTY HOUSING AUTHORITY

Public Housing Department

501 E. High Street, Pottstown, PA 19464

(610) 326-7332 • Fax: (610) 970-1692 • PA Voice Relay (800) 654-5988

July 14, 2026

NOTICE OF INELIGIBILITY

Dear _____ :

Thank you for your application and interest in our Public Housing Program. We have completed a review of the information you provided on your application and have made a determination that you do not meet the current program eligibility requirements for the following reasons:

- ☐ YOUR TOTAL FAMILY INCOME EXCEEDS THE PROGRAM LIMITS
- ☐ YOUR LANDLORD REFERENCE WAS UNSATISFACTORY
- ☐ YOU WERE EVICTED/TERMINATED FROM AN ASSISTED HOUSING PROGRAM ON
(assistance will be denied for a minimum of five years)
- ☐ YOU OWE A DEBT TO THE HOUSING CHOICE VOUCHER (FORMERLY SECTION 8)
DEPARTMENT IN THE AMOUNT OF
(assistance will be denied until debt is paid in full)
- ☐ YOU OWE A DEBT TO THE PUBLIC HOUSING DEPARTMENT IN THE AMOUNT OF
(assistance will be denied until debt is paid in full)
- ☐ OTHER: (you may reapply in six months)
 - ☐ YOU FAILED TO SUBMIT A FINGERPRINT ANALYSIS WITHIN TIMEFRAME
 - ☐ YOU FAILED TO RESPOND TO MANAGER OR PROVIDE REQUESTED INFORMATION
 - ☐ YOU FAILED TO SHOW UP FOR YOUR APPOINTMENT SCHEDULED ON:
 - ☐ YOU REFUSED PREVIOUS FINAL OFFER OF UNIT OR REQUESTED REMOVAL ON:
- ☐ YOU ARE NOT AN ADULT OF 18 YEARS OF AGE. YOU MAY REAPPLY WHEN YOU ATTAIN
THAT AGE OR PROVIDE LEGAL EMANCIPATION PAPERS FROM A COURT OF LAW.

Therefore, we can not process your application. You may request an informal review regarding this action within fifteen (15) days from the date of this letter. Send your written request to: Beth A. Wentzel, Manager of Public Housing at 501 E. High Street, Pottstown, PA 19464. The MCHA may not deny an applicant based upon the applicant having been a victim of domestic violence, dating violence or stalking, regardless of gender, provided that the applicant is otherwise eligible and there is no actual or imminent danger to other residents, employees or others providing services to our properties. If you believe that this denial is a result of bona fide incidents of abuse or threatened abuse against you or another family member, please include these beliefs in your written request for an informal hearing. The MCHA will contact you for further information and requirements that you will need to provide.

Montgomery County Housing Authority
Public Housing Waiting List Department

JOHN F. NUGENT III, Chairman • REV. CHARLES W. QUANN, Vice Chairman • REV. DR. JOHN R. DOUGLAS, Member
CAROLYN STEINHOFFER, Member • JUSTIN M. O'DONOGHUE, Solicitor

JOEL A. JOHNSON, AICP, PHM
Executive Director



FINAL AND ONLY LEASE TERMINATION NOTICE

DATE: February 24, 2023

TO:

The Montgomery County Housing Authority (“MCHA”) has determined that you are in violation of your Lease.

Your Lease will be terminated in ☐ 10 ☐ 14 ☐ 30 days. This is also notice to vacate the unit within the foregoing time period because of:

- ☒ forfeiture of the Lease for breach of its conditions as set forth below; or,
☐ failure to satisfy rent reserved and due.

You may make such reply to the MCHA as you wish. You have the right to examine and copy (at your expense) MCHA documents directly relevant to this termination.

☐ You may request a grievance hearing concerning this Lease termination within five (5) business days from the date of this notice. Your request for a grievance hearing must be made to the Development Manager either orally or in writing prior to the termination of your Lease as set forth above.

☐ *You may not* request a grievance hearing because you waived your rights to this procedure as stated in the Last Chance Agreement.

The MCHA will file a Landlord/Tenant Complaint with the District Justice at which time you will have an opportunity for an eviction hearing in Court.

☐ *You may not* request a grievance hearing concerning this Lease termination because it is for: Violent or drug-related criminal activity on or off the premises; or criminal activity that threatened the health, safety or right to peaceful enjoyment of the premises by other residents or employees of the MCHA; or criminal activity that resulted in a felony conviction.

The MCHA will file a Landlord/Tenant Complaint with the District Justice at which time you will have an opportunity for an eviction hearing in Court.

The MCHA may not evict a tenant based upon the tenant having been a victim of domestic violence, dating violence or stalking, regardless of gender, provided that the tenant is otherwise eligible and there is no actual or imminent danger to other residents, employees or others providing services to the property. If you believe that this termination is a result of bona fide incidents of abuse or threatened abuse against you or another family member, please contact the MCHA for further information and requirements.

SECTION OF LEASE VIOLATED:

MANNER OF VIOLATION:

MONTGOMERY COUNTY HOUSING AUTHORITY

BY: _____
Beth A. Wentzel, Manager of Public Housing
610-326-7332, Ext. 424



MONTGOMERY COUNTY HOUSING AUTHORITY

Compliance Office

P.O. Box 603, Conshohocken, PA 19428

(610) 825-5216 Fax: (610) 825-2534 • PA Voice Relay (800) 654-5988

July 14, 2026

**RE: APPLICATION FOR HOUSING ASSISTANCE – SCREENING PROCEDURE
FOR DRUG/ALCOHOL ABUSE AND OTHER CRIMINAL ACTIVITY
SOCIAL SECURITY NO: XXX-XX-**

☒ **PUBLIC HOUSING PROGRAM** ☐ **HOUSING CHOICE VOUCHER PROGRAM**

Dear _____ :

The Montgomery County Housing Authority (MCHA) has received the results of your Criminal Background Check and has determined that you are ineligible for the Program. The aspects of your record that constitute “disqualifying criminal activity” under the MCHA’s policies, applicable laws and regulations are enclosed for your review.

Your fingerprints were used to check the criminal history records of the FBI. You have the opportunity to complete, or challenge the accuracy of, the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating of an FBI identification record are set forth in Title 28, C.F.R., § 16.34.

Please note that the MCHA may not deny an applicant solely based upon the applicant having been a victim of domestic violence, dating violence or stalking, regardless of gender, provided that the applicant is otherwise eligible.

If you would like an informal review of the MCHA’s decision, or if you believe that this denial is based solely on the result of bona fide incidents of abuse or threatened abuse against you or another family member, you may request an informal review within fifteen (15) days from the date of this letter. Send your written request to **Valerie Yancey, Manager of Public Housing, 501 E. High Street, Pottstown, PA 19464**. If you are being added to an existing Head of Household’s unit, please include the name of the Head of Household and your phone number.

Once received, the MCHA will notify you of the date and time of the informal review. You will have the opportunity to present written or oral objections at that time. If the MCHA does not receive a request for an informal review within the fifteen (15) days of the date of this letter, then the MCHA’s decision to deny your participation in the Program will be final.

Sincerely,

Charles Santangelo
Housing Compliance Officer

Enclosure

c: Application File

(THIS IS AN IMPORTANT DOCUMENT – PLEASE RETAIN WITH YOUR APPLICATION)

**JOHN F. NUGENT III, Chairman • REV. CHARLES W. QUANN, Vice Chairman • REV. DR. JOHN R. DOUGLAS, Member
CAROLYN STEINHOFFER, Member • JUSTIN M. O’DONOGHUE, Solicitor**

**JOEL A. JOHNSON, AICP, PHM
Executive Director**



MONTGOMERY COUNTY HOUSING AUTHORITY

Compliance Office

P.O. Box 603, Conshohocken, PA 19428

(610) 825-5216 Fax: (610) 825-2534 • PA Voice Relay (800) 654-5988

July 14, 2026

**RE: APPLICATION FOR HOUSING ASSISTANCE – SCREENING PROCEDURE
FOR DRUG/ALCOHOL ABUSE AND OTHER CRIMINAL ACTIVITY
SOCIAL SECURITY NO: XXX-XX-**

☐ **PUBLIC HOUSING PROGRAM** ☒ **HOUSING CHOICE VOUCHER PROGRAM**

Dear :

The Montgomery County Housing Authority (MCHA) has received the results of your Criminal Background Check and has determined that you are ineligible for the Program. The aspects of your record that constitute “disqualifying criminal activity” under the MCHA’s policies, applicable laws and regulations are enclosed for your review.

Your fingerprints were used to check the criminal history records of the FBI. You have the opportunity to complete, or challenge the accuracy of, the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating of an FBI identification record are set forth in Title 28, C.F.R., § 16.34.

Please note that the MCHA may not deny an applicant solely based upon the applicant having been a victim of domestic violence, dating violence or stalking, regardless of gender, provided that the applicant is otherwise eligible.

If you would like an informal review of the MCHA’s decision, or if you believe that this denial is based solely on the result of bona fide incidents of abuse or threatened abuse against you or another family member, you may request an informal review within fifteen (15) days from the date of this letter. Send your written request to **Charlene Bono, Senior Program Administrator, at 104 West Main Street, Suite 1, Norristown, PA 19401**. If you are being added to an existing Head of Household’s unit, please include the name of the Head of Household and your phone number.

Once received, the MCHA will notify you of the date and time of the informal review. You will have the opportunity to present written or oral objections at that time. If the MCHA does not receive a request for an informal review within the fifteen (15) days of the date of this letter, then the MCHA’s decision to deny your participation in the Program will be final.

Sincerely,

Charles Santangelo
Housing Compliance Officer

Enclosure

c: Application File

(THIS IS AN IMPORTANT DOCUMENT – PLEASE RETAIN WITH YOUR APPLICATION)

**JOHN F. NUGENT III, Chairman • REV. CHARLES W. QUANN, Vice Chairman • REV. DR. JOHN R. DOUGLAS, Member
CAROLYN STEINHOFFER, Member • JUSTIN M. O’DONOGHUE, Solicitor**

**JOEL A. JOHNSON, AICP, PHM
Executive Director**

6 with an EBL within 15 calendar days of being notified by the Montgomery County Office of Public Health or a medical health care provider. If lead-based paint hazards are found in a multi-unit property, then the MCHA must have a risk assessment performed in other covered units with a child under the age of 6 and the common areas servicing those units.

Within 30 days of the environmental investigation, the MCHA must have a verified lead-based paint abatement or renovation firm control all lead-based paint hazards, including having the unit and common areas pass a post-work dust clearance exam. If the hazards are found in a multiunit property and the risk assessments performed in covered units with a child under the age of 6 and common areas servicing those units identified lead-based paint hazards, then the MCHA must control those hazards as well.

The MCHA must notify all residents in a multiunit property of lead evaluation and hazard control activities.

The MCHA must notify the HUD field office of the results of the environmental investigation and of the lead hazard control work within 10 business days of the completion of each activity.

The MCHA must incorporate ongoing maintenance and reevaluation and response thereto into its building operations as required by 24 C.F.R. §§35.1120(c), 35.1355.

M. NOTIFICATION TO APPLICANTS AND TENANTS REGARDING PROTECTIONS UNDER THE VIOLENCE AGAINST WOMEN ACT OF 2005 (VAWA)

Notification To Applicants

The MCHA will include in all notices of denial a statement explaining the protection against denial provided by VAWA.

Notification To Tenants [Pub.L. 109-162]

The MCHA will provide all tenants with notification of their protections and rights under VAWA at the time of admission.

The notice will explain the protections afforded under the law, inform the tenant of MCHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

The MCHA will also include in all lease termination notices a statement explaining the protection against termination or eviction provided by VAWA.

B. ELIGIBILITY FOR TRANSFER

In order to be determined eligible to receive a transfer, residents must submit the requisite documentation to the MCHA, to substantiate their request, and must be in good standing with the MCHA.

Any move-out charges will be posted to the new unit. It will be up to the gaining development to collect the charges. The MCHA will charge the families for any damages to the previous unit.

Non Mandatory transfers will be avoided when the family is not in good standing with the MCHA:

Not in good standing includes but is not limited to: delinquent rent paying habits or repeated late payment of rent, a history of disturbances, poor housekeeping, condition of home causes pest infestations, serious safety violations, repeated damages to the premises, drug or criminal activity, permitting unauthorized persons to reside in the home, pet violations, making false statements or committing fraud in connection with application for assistance or reexamination of income, non-compliant with community service requirements or currently in repayment agreements or other compliance agreements with the MCHA for previous violations.

The MCHA will not grant a transfer request solely to accommodate neighbors who "cannot get along."

C. PRIORITY OF TRANSFERS

The Transfer Waiting list will be maintained in rank order according to the following priorities:

Emergency/Special Circumstance

Executed as soon as reasonably possible of documentation, verification and approval.

Emergency transfers are initiated by the MCHA, except for VAWA emergency transfer requests, which are initiated by the resident.

VAWA Emergency Transfer Plan

MCHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of MCHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether MCHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that Public Housing is in compliance with VAWA.

1. Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

2. Emergency Transfer Request Documentation

To request an emergency transfer, the tenant or someone on the Tenant's behalf shall notify MCHA's management office either verbally or in writing. Requests must be directed to the attention of Beth Wentzel, Manager of Public Housing, MCHA Public Housing Department, 501 E. High Street, Pottstown, PA 19464, 610-326-7332, Ext. 424 PA Voice Relay: 1-800-654-5988. MCHA will provide reasonable accommodations to this policy for individuals with disabilities. The written request should include either:

1. A statement expressing that the participant reasonably believes that there is a threat of imminent harm from further violence if the participant were to remain in the same dwelling unit assisted under MCHA's program; OR
2. A statement that the participant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the participant's request for an emergency transfer.

If the Tenant's initial contact does not contain the necessary statement, then the Management Office will advise the Tenant and provide Tenant or his/her advocate, in a manner that has been expressed as safe by the Tenant or their advocate (either in person or by mail), with HUD Form 5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation and HUD Form 5383, Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

3. Confidentiality

MCHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives MCHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about MCHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

4. Emergency Transfer Timing and Availability

MCHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. MCHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. MCHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If MCHA has no safe and available units for which a tenant who needs an emergency is eligible, MCHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move and offer the tenant the option of a Housing Choice Voucher Program ("HCVP") voucher or placement on a Project Based Voucher site based waiting list, to allow the tenant to locate housing on the private rental housing market. At the tenant's request, MCHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

5. Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>. A list of local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking is attached hereto.

Unit Repair, Development and/or Redevelopment Related Activities

Executed when the MCHA determines that a tenant must relocate due to planned development or redevelopment or the MCHA determines that a unit is uninhabitable due to fire, flood or other causes.

May involve transfer to Public Housing unit, transfer to a Public Housing unit in a Mixed-Finance development, transfer to a Project-Based Voucher unit, or issuance of a Housing Choice Voucher.

Reasonable Accommodation

A request for a transfer as a reasonable accommodation may be made at any time and such requests are not subject to the one year residency requirement.

Executed when family's name reaches the top of transfer list and authorized unit available.

Transfer will be within the housing development unless appropriate unit is not available to meet the family's needs within the development.

May involve transfer to Public Housing unit, transfer to a Public Housing unit in a Mixed-Finance development, transfer to a Project-Based Voucher unit, or issuance of a Housing Choice Voucher Reasonable accommodation transfers are initiated by the MCHA and/or written family request.

Underhoused (Overcrowded)

Executed when family's name reaches the top of transfer list and authorized unit available.

Transfer will be within the housing development unless size and type of unit required does not exist within that development's inventory.

May involve transfer to Public Housing unit, transfer to a Public Housing unit in a Mixed-Finance development, transfer to a Project-Based Voucher unit, or issuance of a Housing Choice Voucher.

Transfers are initiated by the MCHA.

Overhoused

Executed when family's name reaches top of transfer list and authorized unit available.

Transfer will be within the housing development unless the size and type of unit required does not exist within that development's inventory.

May involve transfer to Public Housing unit, transfer to a Public Housing unit in a Mixed-Finance development, transfer to a Project-Based Voucher unit, or issuance of a Housing Choice Voucher.

Transfers are initiated by the MCHA.

Family above the Established Income Range moving into a development below the Established Income Range, or vice versa

Executed when the first family on the transfer list above the EIR is needed to move into a development below the EIR, or vice versa.

The MCHA does not offer incentives for families above the EIR to move into a development below the EIR, or vice versa.

The MCHA will not take any adverse action against any transfer family above the EIR declining an offer by the MCHA to move into a development below the EIR, and vice versa, except that the MCHA has the right to uniformly limit the number of transfer offers.

Non Mandatory

Executed when family's name reaches top of transfer list and authorized unit available.

Transfer will be within the housing development unless the size and type of unit required does not exist within that development's inventory.

Transfers are initiated by the resident.

Note: If this ACOP permits a tenant to transfer to another MCHA-administered program and the tenant or the MCHA seek to initiate such a transfer in accordance with the ACOP, then in addition to placement on the Transfer Waiting List, the family will be placed on the waiting list for the applicable program in accordance with the preferences and ordering of the waiting list for the applicable program.

D. EMERGENCY TRANSFER/SPECIAL CIRCUMSTANCE

The MCHA will authorize an emergency transfer for a participant family if one of the following conditions occurs:

The resident's unit has been damaged by fire, flood or other causes to such a degree that the unit is not habitable, provided that, although the damage was a result of carelessness or negligence of the resident or a member of the resident's household, the resident has, in writing, accepted the responsibility for such damage and has agreed to make restitution to the MCHA for the expense of repairing such damage.

The MCHA will authorize transfers under special circumstances for a participant family if one of the following conditions occurs:

The resident's unit is being modernized or significantly remodeled.

In such cases the family may only be offered temporary relocation if allowed under Relocation Act provisions and may be allowed to return to their unit once rehabilitation is complete.

There is a reasonable fear of direct violence against the resident. Such transfer requests may include a fear of retaliation for witnessing an incident, or providing testimony or evidence in an eviction or criminal proceeding, or fear of being the victim of a hate crime.

The MCHA will seek input from local law enforcement regarding all requests for transfers due to threat of violence.

Transfers due to threat of violence shall have priority over other transfers except for emergency transfers.

The MCHA has a need, at the discretion of the Executive Director or his/her representative to transfer the resident family to another unit.

E. MANDATORY TRANSFERS

Unless a transfer is identified as “non-mandatory” herein or the transfer is a reasonable accommodation that the tenant has the right to decline, transfers shall be deemed mandatory.

If there is a required change in the size of unit needed, it will be necessary for the resident to move to a unit of an appropriate size and a new lease will be executed.

If an appropriate unit is not available, the resident will be placed on a transfer list and moved to such unit when it does become available.

If a family that is required to move refuses the offered unit, the MCHA will evaluate the reason for the refusal and determine if it is one of good cause. If the MCHA determines that there is no good cause, the MCHA will begin lease termination proceedings.

The MCHA may transfer a family to another Public Housing unit in the same or a different development, including a development receiving multiple types of housing assistance.

F. NON-MANDATORY TRANSFERS

Residents may not request a non-mandatory transfer unless they have been a resident for at least one year.

When a unit becomes available, and after the transfer list has been reviewed for families requiring a mandatory transfer based on occupancy standards, the transfer list will be reviewed for other families desiring a transfer.

If there is a participant family waiting for transfer to an available and appropriately sized unit , the participant family will be offered the unit.

If a family is on an inventory-wide transfer list and refuses an offered unit, they will be removed from the transfer list unless the MCHA determines that the refusal was made for good cause. If so, the family will be allowed to remain in their unit and will remain on the transfer list until another unit is offered.

G. MOVING COSTS

The resident, except when the transfer is due to the emergency need of the MCHA or due to a reasonable accommodation, will pay all moving costs related to the transfer.

H. SECURITY DEPOSITS

Security deposits will always be transferred from the losing development to the gaining development.

The resident will be billed for any charges that occur as a result of the resident moving out of the apartment. The office of the gaining development is responsible for collecting any maintenance charges due the MCHA.

I. PROCESSING TRANSFERS

Transfers will be processed as follows:

When the resident has been given a formal transfer offer, they have 15 days to accept the transfer, unless the MCHA determines that the circumstances do not permit the resident to have 15 days to accept the transfer. Once accepted, the resident has 5 days from the effective date of the transfer to move the resident's belongings, vacate the prior unit and provide the Development Manager with the keys to the former unit. If keys to the former unit are kept more than 5 days, per diem rent for the former unit will be charged until the keys are returned to the appropriate development office. If, under the circumstances of the transfer the MCHA or some other entity is paying to move the resident's belongings or is reimbursing the resident for costs of the move, then the resident will be required to move his or her belongings on the day of the transfer and the keys to the former unit must be returned that day or the per diem rent for the former unit will be charged. Additionally, no reimbursement for costs of moving will be paid until the keys to the former unit are returned. If the circumstances warrant, failure to return keys or complete a transfer may result in termination.

Transfers will be processed in the same manner as move-ins, including a new lease. The vacancy date of the former unit and the move-in date of the new unit will be reported as a transfer move-out/move-in on the Unit Turnaround Report.

J. TRANSFER REQUEST PROCEDURE

Residents applying for a transfer will have to complete a transfer request form stating the reason a transfer is being requested. The Director of Public Housing will evaluate the request to determine if a transfer is justified.

The approved request for transfer form will be kept in a file arranged in chronological order by bedroom size and the original will be placed in the resident file.

Mandatory transfers due to occupancy standards will be maintained on the transfer list in a manner that allows the MCHA to easily distinguish between those that are not mandatory.

If the request is denied the family will be sent a letter stating the reason for denial, and offering the family an opportunity for an informal conference.

NOTE: A transfer will require good coordination and communication between the gaining and losing developments.

K. RENT ADJUSTMENTS OF TRANSFERRED RESIDENTS

A resident will pay the same rent at the gaining development as s/he paid at the losing development during the month of the transfer.

If by moving to the gaining development the rent would change, due to utility reimbursement or flat rent adjustment, the MCHA will notify the resident of the rent change by use of the Notice of Rent Adjustment Letter and the rent will change the 1st of the month after the transfer.

L. REEXAMINATION DATE

The date of the transfer does not change the reexamination date unless the family is required to perform community service.

The losing development will send the family's file to the gaining development once they have been notified that the family has accepted the unit and before the family is leased up.

Continuum of Care as (i) transitioning out of institutional or other segregated settings, (ii) at serious risk of institutionalization, (iii) homeless, or (iv) at risk of becoming homeless. The preferences will continue for as long as the MCHA receives funding for Mainstream Vouchers and will be reused if and when the household holding the preference is no longer a HCVP participant.

l) The MCHA provides a preference of 10 points to any Public Housing household requesting and qualifying for an emergency transfer under VAWA who opts to receive a voucher rather than a transfer. A household qualifies for an emergency transfer under VAWA if (1) a household member is a victim of domestic violence, dating violence, sexual assault, or stalking, and (2) the household requests an emergency transfer because (a) the tenant/participant reasonably believes that there is a threat of imminent harm from further violence if the participant remains in the current unit or (b) the household member was the victim of a sexual assault and the sexual assault occurred in the assisted unit.

m) The MCHA provides 10 preference points for transfers from other MCHA-administered programs deemed necessary by the MCHA due to planned development or redevelopment activities.

4. Issuing or Denying Vouchers

- a) The Voucher of Family Participation shall expire at the end of sixty (60) days.
- b) One thirty (30) day extension will be granted to Voucher holders of three (3) and four (4) bedroom size Vouchers upon request of families. 120 days will be granted to families who are searching for handicap accessible units.
- c) Extension of the initial, sixty (60) day search period will be granted to families where the head of household or family member listed on the family's application for housing assistance was ill and/or hospitalized during the initial sixty (60) day search period or if the family listed on the application for housing assistance suffered a death in the family during the initial search period. The length of the extension will be equal to the length of the illness as verified by a physician or letter from the hospital. In the case of a death in the family during the initial search period the term of the extension will be determined on a case-by-case basis dependent upon individual circumstances.
- d) All requests for extensions must be made, in writing, to the Montgomery County Housing Authority.

results in the family relocating from a poverty or concentrated area to a non-poverty and/or a non-concentrated area. The MCHA prohibits more than one move by a program participating family during any one year period except in a case where the move would expand housing opportunities for the family to move to a non-poverty non concentrated area. These policies apply to moves within the Montgomery County Housing Authority jurisdictional area and outside the Montgomery County Housing Authority jurisdictional area under portability regulations. This policy shall prevail except in the case of extenuating circumstances above and beyond the control of program participants and or in the case of moves caused as a result of providing reasonable accommodations for disabled person(s), justification for moves based on extenuating circumstances will be determined on a case-by-case basis by MCHA, Director of Rental Assistance; moves to ensure reasonable accommodations will be justified based upon regulations governing reasonable accommodations.

2. The MCHA will deny permission for a family to move if the family owes money to the MCHA unless the family is in a Repayment Agreement with the MCHA.
3. Restrictions on the timing and allowance of moves shall not apply to participant families who are the victims of domestic violence, dating violence, sexual assault, or stalking and qualify for an emergency transfer pursuant to the Violence against Women Act (“VAWA”) in accordance with this Plan.

V. Approval by the Board of Commissioners or other Authorized Officials to Charge the Administrative Fee Reserve

The MCHA Board of Directors must approve all expenditures made from the Housing Choice Voucher Program (HCVP) Operating Reserve. Expenditures from the HCVP Operating Reserve will be made in accordance with HUD Regulations and or guidance.

W. Procedural Guidelines and Performance Standards for Conducting Required Housing Quality Standards Inspections

1. The Montgomery County Housing Authority (MCHA) adheres to acceptability criteria in the Program Regulations and follows guidance for housing inspections as included in HUD’s INSPECTION FORM CHECK LIST.
2. The MCHA will consider absence of Ground Fault Interrupters (GFIs) within 6 feet of areas of water in the unit to be an HQS failure.
3. MCHA will perform the following, five types of inspections:
 - a) Initial/move-in;
 - b) Biennial;

- d) a death in the family has occurred; and
- e) other circumstances determined by HUD.

Z. VAWA Emergency Transfer Provisions

MCHA is concerned about the safety of the individuals and families who participate in the MCHA's Housing Choice Voucher Program ("HCVP"), and such concern extends to participants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), MCHA allows participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the participant's current assisted-unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of MCHA to honor such request for participants currently receiving assistance, however, may depend upon a preliminary determination that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether MCHA has another dwelling unit that is available and is safe to offer the participant for temporary or more permanent occupancy.

This plan identifies participants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to participants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that the HCVP is in compliance with VAWA.

1. Eligibility for Emergency Transfers

A participant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the participant reasonably believes that there is a threat of imminent harm from further violence if the participant remains within the same unit. If the participant is a victim of sexual assault, the participant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A participant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Additionally, participants may request an emergency transfer even if they are in the first year of an assisted tenancy or during the term of an assisted tenancy.

2. Emergency Transfer Request Documentation

To request an emergency transfer, the participant shall notify MCHA's management office and submit a written request for a transfer to Lynda Haley, 104 W. Main Street, Suite 1, Norristown, PA 19401, Telephone: (610) 275-5720 PA Voice Relay: (800) 654-5988. MCHA will provide

reasonable accommodations to this policy for individuals with disabilities. The participant's written request for an emergency transfer should include either:

1. A statement expressing that the participant reasonably believes that there is a threat of imminent harm from further violence if the participant were to remain in the same dwelling unit assisted under MCHA's program; OR
2. A statement that the participant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the participant's request for an emergency transfer.

If the Participant's initial contact does not contain the necessary statement, then the Management Office will advise the Participant and provide Participant or his/her advocate, in a manner that has been expressed as safe by the Participant or their advocate (either in person or by mail), with HUD Form 5382 *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation* and HUD Form 5383, *Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*.

3. Confidentiality

MCHA will keep confidential any information that the participant submits in requesting an emergency transfer, and information about the emergency transfer, unless the participant gives MCHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the participant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the participant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about MCHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

4. Emergency Transfer Timing and Availability

MCHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. MCHA will, however, act as quickly as possible to issue the participant who is a victim of domestic violence, dating violence, sexual assault, or stalking a voucher and to process any associated request for lease approval. As the MCHA does not maintain dwelling units under the HCVP, the MCHA cannot offer transfers to specific units under the HCVP; however, the MCHA will offer the participant the option to transfer to the MCHA's Public Housing Program, subject to availability and safety of a unit. If a participant reasonably believes a proposed transfer to a particular Public Housing unit would not be safe, the participant may request a transfer to a different unit. If a unit is available, the transferred participant must agree to abide by the terms and conditions that govern occupancy in the unit to which the participant has been transferred. MCHA may be unable to transfer a participant to a particular unit if the participant has not or cannot establish eligibility for that unit.

If MCHA has no safe and available units for which a participant who needs an emergency is eligible, MCHA will assist the participant in identifying other housing providers who may have safe and available units to which the participant could move. At the participant's request, MCHA will also assist participants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

5. Safety and Security of Participants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the participant is urged to take all reasonable precautions to be safe.

Participants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Participants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Participants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

A list of local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking is attached to this Plan.

AA. MCHA-Owned Units and

1. Definitions

The definition of an MCHA-Owned Unit is set forth in the PBV Amendment to this Administrative Plan.

2. Requirements

The MCHA may permit MCHA-Owned Units to be leased on the HCV Program and may permit MCHA-Owned Units to be sold through the HCV Homeownership Option. If it does so, then the following functions, as applicable, must be performed by a HUD-approved independent entity:

- a) Determine rent reasonableness;
- b) Determine reasonableness of the sales price and any MCHA-provided financing
- c) Notify the MCHA and the family of the rent reasonableness determination.

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

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

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

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

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

a. Maintenance

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

standard practice for the building concerned as established by the owner.

b. Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c. Criminal activity or alcohol abuse

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place

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

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

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

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

d. Other good cause for termination of tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- (5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:
 - (a) Will occupy the unit as a primary residence; and
 - (b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants.

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

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

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

- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).
- i. **Actual and Imminent Threats:**
 - (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
 - (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).
- j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA’s emergency transfer plan. 24 CFR 5.2005(e). The PHA’s emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant’s dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;
For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an

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

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

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

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

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

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

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

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

n. **Confidentiality.**

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

10. Eviction by court action

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

11. Owner notice of grounds

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

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the

security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

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

18. Changes in Lease or Rent

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

before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

19. Notices

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

20. Definitions

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

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

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

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

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

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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