

Home for Good

Landlord Packet

This packet needs to be completed by Owner/Landlord, referring Agency and then reviewed and signed by Tenant. This packet includes the following documents:

- Page 2-4: Request for Lease Approval (*completed by Landlord & Tenant*)
- Page 5-8: W-9 (*Completed by Landlord – only 1 copy needed per Landlord*)
- Page 9: Direct Deposit Authorization (*Completed by Landlord – only 1 copy needed per Landlord*)
- Page 10-17: Housing Quality Standards inspection booklet (*Completed by qualified inspector*)
- Page 18: Amenities Adjustment Worksheet (*Completed by qualified inspector*)
- Page 19: Minimum Housing Quality Standards Requirements (*for review*)
- Page 20-23: Housing Assistance Payment contract, Part B (*for review*)

NOTE: Please submit lease agreement after it is signed by both landlord & tenant. Rent payments will be held if lease agreement is either not executed or does not match terms of the Housing Assistance Payment (HAP) contract.

Please return completed packet to:

EDEN, Inc.

ATTN: H4G Housing Eligibility Specialist

fax #216-651-4066 info@edeninc.org

Home for Good

REQUEST FOR LEASE APPROVAL (RFLA)

(must be completed by owner)

TENANT NAME: _____ TENANT ID (Date of Birth): _____

OWNER NAME*: _____

*Owner's name must be the name of person, company, etc. who the check is made out to and who is responsible for the IRS reporting—a 1099 is issued in this name at the end of each year. If the name of the person/company doesn't match the 1099 recipient Tax ID # below you may be subject to a fee that the IRS charges EDEN for inaccurate reporting.

CHECKS MADE PAYABLE TO (1099 recipient): _____

1099 recipient Tax ID #: _____

MAILING ADDRESS: _____

CITY, ST ZIP: _____

PHYSICAL ADDRESS: _____

(if mailing address is a P.O. Box)

CITY, ST ZIP: _____

EDEN, Inc. Request for Lease Approval Form

Public reporting burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of its collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Polices and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (2577-0169), Washington D.C. 20503. Do not send this completed form to either of the above addresses.

1. Name of Housing Agency (HA) EDEN, INC. 7812 Madison Avenue Cleveland, Ohio 44102	2. Address of Unit (street address, apartment number, City, ST Zip):	3. No. of Bedrooms	4. Requested Beginning Date of Lease (mo/day/yr)
5. Type of unit (check one): <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Garden Apartment/Walk-up <input type="checkbox"/> Double/Duplex <input type="checkbox"/> Condominium/Row House <input type="checkbox"/> 3-6 Suite <input type="checkbox"/> Elevator/High-rise		6. Proposed Rent	7. Security Deposit
8. Year Constructed			

[Eligibility Specialist **ONLY** circle, initial, date] **Who pays security deposit?** EDEN TENANT Initials _____ Date _____

NOTE: If there are any changes to utility payments during tenancy, the Owner & Tenant must complete new RFLA

9.1	Utilities	Please CIRCLE the party responsible for payment	Indicate power source by checking the appropriate box.
	Heating	Owner Tenant	<input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Other _____
	Cooking	Owner Tenant	<input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Other _____
	Water Heating	Owner Tenant	<input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Other _____
	Electric Lighting	Owner Tenant	
	Water/Sewer	Owner Tenant	
	Trash Collection	Owner Tenant	
9.2	Appliances	Please CIRCLE the party responsible for providing	
	Range provided by...	Owner Tenant	
	Refrigerator provided by...	Owner Tenant	
	Washer provided by...	Owner Tenant or N/A	
	Dryer provided by...	Owner Tenant or N/A	

10. HA Determinations:

- a. The HA has not screened the family's behavior or suitability for tenancy; screening is the owner's own responsibility.
- b. The HA will arrange for inspection of the unit and will notify the owner and family as to whether or not the lease and unit will be approved.

11. By signing this RFLA...

- c. The owner affirms that the unit is not in foreclosure and is not due to be sold at this time.
- d. The owner affirms that they are the legal owner and the tenant has no ownership interest in this dwelling.
- e. The owner attests that the only individuals that will reside in unit must be listed on both the lease and HAP contract.
- f. The owner understands that the unit must comply at all times with Housing Quality Standards (HQS) as deemed by HUD.
- g. The owner understands that it is illegal to charge the tenant any amount exceeding the Housing Assistance Payment contract rent amount.
- h. The owner agrees to notify EDEN if the unit is abandoned, transferred, sold, or there is a change of agent.
- i. The owner must comply with the Housing Assistance Payment contract or may be subject to EDEN's Disallowance of Owner policy.

Print Name of Owner or Other Party Authorized to Execute Lease	Print Name of Tenant
Signature of Owner or Authorized Party	Signature of Tenant
Date	Date
Phone Number	Phone Number
Alternate Number	Alternate Number
Owner E-mail Address	Tenant E-mail Address

Warning: Title 18 US Code Section 1001 states that a person is guilty of felony for knowingly and willing making a false or fraudulent statement to any Department or Agency of the United States. State Law may also provide penalties for false or fraudulent statement.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazard Lead Warning Statement

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

Lessor's Disclosure

a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing.
(Explain)

(ii) _____ Lessor had no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b) Records and reports available to the lessor (check (i) or (ii) below):

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

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

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

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

Agent Acknowledgement (initial)

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

Certification of Accuracy

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

Lessor Date

Lessee Date

Agent Date

Agent Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

Inspection Checklist

Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
(Exp. 04/30/2014)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection	Date of Last Inspection (mm/dd/yyyy)		PHA
Initial	Special	Reinspection	

A. General Information			Housing Type (check as appropriate) Single Family Detached Duplex or Two Family Row House or Town House Low Rise: 3, 4 Stories, Including Garden Apartment High Rise; 5 or More Stories Manufactured Home Congregate Cooperative Independent Group Residence Single Room Occupancy Shared Housing Other
Inspected Unit		Year Constructed (yyyy)	
Full Address (including Street, City, County, State, Zip)			
Number of Children in Family Under 6			
Owner			
Name of Owner or Agent Authorized to Lease Unit Inspected		Phone Number	
Address of Owner or Agent			

B. Summary Decision On Unit (To be completed after form has been filled out)			
<input type="checkbox"/>	Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms
<input type="checkbox"/>	Fail		
<input type="checkbox"/>	Inconclusive		

Inspection Checklist					Final Approval Date (mm/dd/yyyy)
Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	
1.1	Living Room Present				
1.2	Electricity				
1.3	Electrical Hazards				
1.4	Security				
1.5	Window Condition				
1.6	Ceiling Condition				
1.7	Wall Condition				
1.8	Floor Condition				

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2. Kitchen						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
3. Bathroom						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear ____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear ____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear ____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)	
4.1	Room Code * and Room Location	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination						
4.3	Electrical Hazards						
4.4	Security						
4.5	Window Condition						
4.6	Ceiling Condition						
4.7	Wall Condition						
4.8	Floor Condition						
4.9	Lead-Based Paint				Not Applicable		
	Are all painted surfaces free of deteriorated paint?						
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?						
4.10	Smoke Detectors						
4.1	Room Code* and Room Location	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination						
4.3	Electrical Hazards						
4.4	Security						
4.5	Window Condition						
4.6	Ceiling Condition						
4.7	Wall Condition						
4.8	Floor Condition						
4.9	Lead-Based Paint				Not Applicable		
	Are all painted surfaces free of deteriorated paint?						
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?						
4.10	Smoke Detectors						
5. All Secondary Rooms (Rooms not used for living)							
5.1	None Go to Part 6						
5.2	Security						
5.3	Electrical Hazards						
5.4	Other Potentially Hazardous Features in these Rooms						

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead -Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

D. Questions to ask the Tenant (Optional)
1. Living Room

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

2. Kitchen

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

3. Other Rooms Used for Living

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

4. Bath

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

5. Overall Characteristics

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

6. Disabled Accessibility

Unit is accessible to a particular disability. Yes No
Disability

1. Does the owner make repairs when asked? Yes ~~XXXXXXXXXX~~ [~~AAA~~
2. How many people live there? _____
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave _____
6. Is there anything else you want to tell us? (specify) Yes ~~XXXXXXXXXX~~ [~~AAA~~

EDEN's Amenities Adjustment Worksheet

Date: _____ **Inspector:** _____ **Landlord Name:** _____
Tenant Name: _____ **#Bedrms:** _____ **#Bathrms:** _____
Unit Address: _____ **Apt #:** _____
City, ST: _____ **Zip:** _____

Quality Rating: Poor Fair Average Above Average Excellent

Structure Type: Single Family Detached Walk-up/Garden/Inner Row Double/Duplex/End of Row High Rise/Elevator Bldg.

Value Amenities	<input type="checkbox"/> Fenced Private Yard	<input type="checkbox"/> Garage or Covered Carport	<input type="checkbox"/> Gated Parking
	<input type="checkbox"/> Gated Community	<input type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Elevator
	<input type="checkbox"/> Fireplace or Woodstove	<input type="checkbox"/> View of Water	<input type="checkbox"/> Free Cable
	<input type="checkbox"/> High Speed Internet	<input type="checkbox"/> Finished Basement	

Landlord Owned Appliances	<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Washer	<input type="checkbox"/> Dryer
	<input type="checkbox"/> Stove	<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Microwave

Recreational Amenities	<input type="checkbox"/> Playground	<input type="checkbox"/> Community Room	<input type="checkbox"/> Swimming Pool
	<input type="checkbox"/> Tennis Court	<input type="checkbox"/> Basketball	<input type="checkbox"/> Fitness Facility or Gym

Descriptive Amenities	<input type="checkbox"/> Ceiling Fan (# in notes)	<input type="checkbox"/> Washer/Dryer Hookup	<input type="checkbox"/> Closet
	<input type="checkbox"/> Storage (unit/locker)	<input type="checkbox"/> Curtains/Blinds	<input type="checkbox"/> Security (Intercom, Camera, Alarm)
	<input type="checkbox"/> Alarm	<input type="checkbox"/> Storm Windows	<input type="checkbox"/> Carpet/Hardwood Floors
	<input type="checkbox"/> Patio	<input type="checkbox"/> Deck/Porch	<input type="checkbox"/> Pets Allowed (cats only)
	<input type="checkbox"/> Pets allowed (all)	<input type="checkbox"/> Window/Wall A/C	<input type="checkbox"/> Off Street Parking
	<input type="checkbox"/> Vinyl Replacement Windows	<input type="checkbox"/> Block Basement Windows	<input type="checkbox"/> Steel Doors (Security Doors)
	<input type="checkbox"/> Ceramic Tile Floor		

Services Supplied by Landlord	<input type="checkbox"/> Maintenance	<input type="checkbox"/> Meal Services (i.e., Cogswell)	<input type="checkbox"/> Transportation
	<input type="checkbox"/> Social Services (i.e., PSH)	<input type="checkbox"/> Accessibility Features	<input type="checkbox"/> Gardener

Type of Utilities	Heat	<input type="checkbox"/> Electric	<input type="checkbox"/> Gas
	Hot Water	<input type="checkbox"/> Electric	<input type="checkbox"/> Gas
	Cooking Range	<input type="checkbox"/> Electric	<input type="checkbox"/> Gas
		<input type="checkbox"/> Electric	<input type="checkbox"/> Gas

NOTES:

MINIMUM INSPECTION REQUIREMENTS

Listed below are EDEN's minimum requirements for passing the Housing Quality Standards (HQS) Inspection. Units must meet these minimum requirements before Landlords complete the RFLA and before the inspection can pass.

- All utilities: electric, gas and water **MUST** be **ON** in order for unit to pass inspection for any type of HQS inspection. Inspectors must be able to verify that all utilities are in working order.
- If Landlord is supplying appliances, these appliances must be present, installed and working to receive credit for usage
- All ceilings, walls and floors must be strong, sturdy and in their permanent positions.
- All floors must be free of tripping hazards
- A working smoke detector with a live battery **must be installed on every level of the unit** including the basement and outside of sleeping rooms. If any members of the family are hearing impaired, a detector with a visual signal must be installed.
- The entire unit, both inside and outside, including window frames, must be free of cracking, scaling, peeling, chipping and loose paint. This prevents exposure to possible lead based paint hazards.
- Where there are four or more consecutive steps, handrails must be securely attached. This applies to both the interior and exterior of the unit.
- The unit must be free of roaches, rodents, or any other infestations.
- The entire unit, interior and exterior, must be free from electrical hazards. There may be no loose, hanging or exposed wires. All three-prong outlets must be wired correctly. A three-prong circuit tester will be used at the time of inspection to assure safety.
- GFI's must be installed in the kitchen and bathroom, four feet from the sink and properly grounded.
- Every room used for living must have either three working outlets or two working outlets and a permanently installed light fixture. At a minimum, each bathroom must have a permanently installed light fixture.
- All light switches and outlets must have undamaged and secured covers installed.
- All windows and doors must be secure when closed and must be weather tight. No broken or cracked windows allowed.
- All windows and doors that are accessible from the outside must have working, sturdy locks.
- All operable windows must have a mechanism to secure them in place when opened, with ropes or window controls. Window hardware must be operable.
- Every room must have at least one operable window for ventilation and safe egress, if the windows are designed to open.
- If the unit has third floor sleeping room (s) or living space and the family is eligible to use this space, the owner must provide a safe method of escape in the case of fire. Example: Fire ladder or existing and accessible fire escape(s).
- If there is a bathroom with a toilet that is not hooked up to water and sewer lines, it must be repaired/removed. If it is removed, the drain must be sealed to prevent rodents and/or sewer gases from escaping into the unit.
- All sinks must have traps except for the laundry tub with flowing and open drains.
- The bathroom must have either an openable window or an exhaust fan for ventilation to the outside.
- The hot water tank's temperature pressure relief valve must have a threaded discharge line extending down to six inches from the floor.
- The flue pipe leading from the furnace and hot water tank must be sealed where they enter the chimney. Also, check to ensure that the flue pipes connecting to the furnace and hot water tank are installed correctly. (At no less than 90 angle)
- Every room used for living must have an adequate heat source. If the source is a separate gas heater, it must be vented to the outside. If the source is electric, it must be permanently installed and controlled by a separate thermostat and be connected to its own breaker or fuse. (No space heaters)
- If the downspouts or gutters are damaged and/or missing, causing interior damage to the unit, they must be replaced or repaired. Any damage to the interior of the unit due to the missing or damaged downspouts or gutters must be repaired.
- The unit must be free from any accumulation of garbage or debris, both inside and outside.
- The owner must provide adequate "refuse disposals" to all dwellings. These facilities include trash cans with covers, garbage chutes, and dumpsters with lids approved by the local Health and Sanitation Department.
- If the unit has a clothes dryer, the dryer must be vented.
- No key-in/key-out deadbolts are allowed. Use thumb-turn locks only.

Housing Assistance Payments Contract

Home for Good Subsidy Program

Part B: Contract Terms

1. Definitions

Home for Good (H4G) Subsidy Program. The H4G program is a state-wide subsidy program. Under this program OHFA provides funds to EDEN for rent subsidies for eligible persons. EDEN has entered into this contract to provide rent assistance to person(s) under the H4G program.

Contract rent. The total monthly rent payable to the owner for the contract unit. The contract rent is the sum of the tenant rent plus the housing assistance payment from EDEN to the owner.

Contract unit. The housing unit rented by the tenant. (The contract unit is described in Part A.)

EDEN. Emerald Development and Economic Network, Inc. (EDEN) is the housing agency designated by OHFA to administer the H4G program in Ohio.

Family. The persons who are authorized to reside in the unit with assistance under the program.

HAP contract. This housing assistance payments contract consisting of Part A and Part B.

Housing quality standards (HQS). The minimum housing quality standards (HQS) for housing units assisted under the H4G program.

OHFA. The Ohio Housing Finance Agency.

H4G requirements. Requirements for the H4G program are issued by EDEN, Inc. and OHFA.

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

Tenant. The tenant is the family member who is declared eligible by EDEN to sign a lease with the owner for the contract unit.

Tenant rent. The portion of the contract rent payable by the family, as determined by EDEN in accordance with H4G requirements.

2. Purpose

- a. This is a HAP contract between EDEN and the owner.
- b. The family is a participant in the H4G program. The purpose of the HAP contract is to assist the tenant to lease a dwelling unit from the owner for occupancy by the family with tenant-based assistance under the H4G program.
- c. EDEN must pay housing assistance payments to the owner in accordance with the HAP contract. OHFA provides funds to EDEN to pay housing assistance payments for eligible families.

3. Lease of Contract Unit

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the H4G program.

- b. The lease must not be inconsistent with the provisions of the Ohio Landlord-Tenant Act (ORC 5321) or this HAP, and must be approved by EDEN. Any lease provisions not in compliance with this provision shall be deemed unenforceable.

- c. The owner certifies that the tenant and the owner have executed the lease in the form approved by EDEN. The lease may not be revised unless EDEN gives notice that the lease revision has been approved.

- d. Acceptance and screening of tenants is exclusively the owner's responsibility.

4. Use and Occupancy of Contract Unit

- a. The HAP contract applies only to the family and the contract unit.
- b. EDEN shall approve the composition of the family residing in the contract unit. The members of the family approved by EDEN at execution of the HAP contract are listed in Part A of the HAP contract.

5. Maintenance and Inspection

- a. The owner must maintain the contract unit and premises in accordance with the HQS **at all times. EDEN will not make any housing assistance payments until after the dwelling unit meets the HQS.**

- b. The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant.

- c. The owner is not responsible for a breach of the HQS that is caused by any of the following:

- i. The family fails to pay for any utilities that the owner is not required to pay for under the lease, but which are to be paid by the tenant;
- ii. The family fails to provide and maintain any appliances that the owner is not required to provide under the lease, but which are to be provided by the tenant; or
- iii. Any member of the household or guest damages the contract unit or the premises (damages beyond ordinary wear and tear).

- d. EDEN or their designated contractor will inspect the contract unit and premises at least annually, and at such other times as it determines necessary to assure that the unit is in accordance with the HQS.

- e. EDEN must notify the owner in writing of defects found by the inspection. If a defect is life threatening, the owner must correct the defect **within no more than 24 hours**. For other defects, the owner must correct the defect within a reasonable period specified by EDEN.

- f. If the owner does not maintain the unit in accordance with the HQS, EDEN will withhold rent in accordance with Ohio Landlord tenant law unless the defects are corrected within the period specified by EDEN. In addition, EDEN may terminate the HAP contract. EDEN may not exercise such remedies against the owner because of an HQS breach for which the family is responsible (as described in section 5.c).

g. Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

6. Term of HAP Contract

a. The term of the HAP contract begins on the first day of the term of the lease, and terminates on the last day of the term of the lease.

b. The term of the HAP contract terminates if any of the following occurs:

i. The lease terminates;

ii. The HAP contract terminates; or

iii. EDEN terminates program assistance for the family.

c. If EDEN terminates program assistance for the family, the HAP contract terminates automatically. EDEN may terminate program assistance for the family for any grounds authorized in accordance with program requirements or Ohio law.

d. If the family moves out of the unit, the HAP contract terminates automatically.

e. EDEN may terminate the HAP contract if EDEN determines, in accordance with program requirements, that available program funding is not sufficient to support continued assistance for families in the program.

f. EDEN may terminate the HAP contract if EDEN determines that (1) The contract unit does not meet the HQS space standards because of an increase in family size or a change in family composition, or (2) The contract unit is larger than appropriate for the family size and composition.

g. If the family breaks up, EDEN has discretion to determine which members of the family continue to receive assistance in the program. EDEN may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.

i. EDEN may terminate the HAP contract if EDEN determines that the owner has breached the HAP contract.

j. Written notice of termination of the HAP contract shall be given by EDEN not less than 30 days before the effective date of termination, **unless the reason for termination is a breach of the HAP contract by the owner.**

7. Termination of Tenancy by Owner

a. The owner may only terminate the tenancy in accordance with the lease.

b. The owner must give notice of termination in accordance with the requirements of Ohio law.

c. The owner must give EDEN a copy of any owner termination of lease notice or eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action.

8. Tenant Rent

a. The amount of the tenant rent is determined by EDEN in accordance with H4G requirements. The amount is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a written notice by EDEN to the family and the owner.

b. The amount of the tenant rent is the maximum amount the owner can require the family to pay for rent of the contract unit, including all services, maintenance and utilities to be provided by the owner in accordance with the lease.

c. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent, and must immediately return any excess rent payment by the tenant.

d. The family is not responsible for payment of the portion of contract rent covered by the housing assistance payment under the HAP contract between the owner and EDEN. The owner may not terminate the tenancy of the family for nonpayment of rent if the family pays its portion of the rent.

9. Housing Assistance Payment

a. Housing assistance payments will be paid to the owner during the lease term and while the family resides in the unit on the condition that the HAP contract has been signed by all parties and the unit remains in compliance with HQS.

b. EDEN must pay the housing assistance payment promptly when due to the owner.

c. The amount of the housing assistance payment will be determined by EDEN and shall be equal to the difference between the contract rent and the tenant rent.

d. The amount of the housing assistance payment is subject to change during the HAP contract term. Any change in the amount of the housing assistance payment will be effective on the date stated in a written notice by EDEN to the owner.

e. The housing assistance payment for the first and last month of the HAP contract term will be pro-rated for a partial month in accordance with actual occupancy.

f. EDEN will not pay the tenant rent, or any claim by the owner against the tenant or family. EDEN is only responsible for making housing assistance payments to the owner in accordance with the HAP contract.

g. The housing assistance payment is credited toward the monthly contract rent owed to the owner under the lease.

h. If the family moves out of the contract unit, EDEN will not make any housing assistance payment to the owner for any month after the month when the family moves out.

i. Unless the owner complies with all provisions of the HAP contract and supplies EDEN with all information needed for record keeping and financial reporting, the owner does not have a right to receive housing assistance payments.

j. If EDEN determines that the owner is not entitled to the housing assistance payment or any part of it, EDEN in addition to other remedies, may deduct the amount of the overpayment from any

amounts due the owner (including amounts due under any other HAP contract).

10. Adjustment of Contract Rent

a. EDEN must review the contract rent at least annually on the anniversary of the HAP contract and make such adjustments upward or downward as required by OHFA. To receive an upward adjustment of the contract rent, the owner must request the annual adjustment by giving EDEN notice in the form and at the time required by EDEN.

b. The owner shall not have any right to any upward adjustment of the contract rent unless the contract unit meets the HQS, and the owner is in compliance with the lease and with the HAP contract.

c. The contract rent may not exceed the rents charged for comparable unassisted dwelling units (rent reasonableness), as determined by EDEN in accordance with program requirements.

11. Owner Certification

During the term of this contract, the owner certifies that:

a. The owner is maintaining the contract unit in accordance with the HQS.

b. The contract unit is leased to the tenant and the lease is in accordance with this contract and program requirements.

c. The contract rent does not exceed rents charged by the owner for other comparable unassisted units.

d. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, EDEN, OHFA, or any other public or private source) as rent for the contract unit.

e. The family does not own or have any interest in the contract unit.

f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.

12. Security Deposit

a. The owner will receive a security deposit of no more than one month's rent from EDEN, or from the tenant. The tenant will assign all rights to the security deposit to EDEN if the EDEN pays security deposit.

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, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts that the tenant owes under the Lease.

c. The owner must comply with the provisions of Ohio landlord-tenant law and give EDEN and the tenant a written 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 either the tenant or EDEN based on who paid the security deposit.

d. The owner shall not make a claim against EDEN for any damages in excess of the security deposit attributable to the tenancy.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with this contract.

b. The owner must cooperate with EDEN in conducting equal opportunity compliance reviews and complaint investigations.

14. Rights of EDEN if Owner Breaches the HAP Contract

a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract:

i. If the owner has violated any obligation under this HAP contract, including the owner's obligations to maintain the contract unit in accordance with the HQS.

ii. If the owner has violated any obligation under any other housing assistance payments contract under any federal, state or local government housing program.

iii. If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal, state or local housing assistance program.

iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.

v. If the owner, or an employee of the owner, has engaged in drug trafficking.

b. If EDEN determines that a breach has occurred, EDEN may exercise any of its rights or remedies under the HAP contract. EDEN shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by EDEN to the owner may require the owner to take corrective action (as verified by EDEN) by a time prescribed in the notice.

c. EDEN's rights and remedies against the owner under the HAP contract include suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.

d. EDEN's exercise or non-exercise of any remedy for owner breach of the HAP contract shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

15. EDEN and the County Access to Premises and Owner Records

a. The owner must provide any information pertinent to the HAP contract EDEN or OHFA may reasonably require.

b. EDEN and OHFA shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are pertinent to the HAP contract, including the right to examine or audit the records, and to make copies. The owner must

grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

16. Exclusion of Third Party Rights

a. EDEN does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

b. The owner is not the agent of EDEN, and the HAP contract does not create or affect any relationship between EDEN and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with implementation of the HAP contract.

c. Nothing in the HAP contract shall be construed as creating any right of the family or other third party (other than OHFA) to enforce any provision of the HAP contract, or to assert any claim against OHFA, EDEN or the owner under the HAP contract.

17. Conflict of Interest

a. Prohibited interest. The following classes of persons may not have any direct or indirect interest in the HAP contract:

- i. Any trustee or officer of EDEN;
- ii. Any employee of EDEN, or any contractor, subcontractor or agent of EDEN, who formulates policy or who influences decisions with respect to its programs;
- iii. Any public official, member of a governing body, or federal, state or local legislator, who exercises functions or responsibilities with respect to the programs.

b. The prohibition of such interest shall apply during tenure as a member of such classes, and for one year thereafter.

c. Owner certifies that no person has or will have a prohibited interest, at execution of the HAP contract, or during the HAP contract term.

d. Owner shall be responsible for assuring that any member of such classes promptly discloses their interest or prospective interest to EDEN.

e. The conflict of interest prohibition under this section may be waived by EDEN and/or OHFA for good cause.

18. Assignment of the HAP Contract

a. The owner may not assign the HAP contract to a new owner without the prior written consent of EDEN. EDEN may deny approval to assign the HAP contract to a new owner (in whole or in part):

i. If directed by OHFA because:

- (1) The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or

(2) A court or administrative agency has determined that the owner violated the Fair Housing Act or other state or federal equal opportunity requirements.

ii. If the proposed assignee:

- (1) Has violated obligations under a housing assistance payments contract under Section 8 (42 U.S.C. 1437f);
- (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- (3) Has engaged in drug trafficking;
- (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
- (5) Has a history or practice of renting units that fail to meet state or local housing codes; or
- (6) Has not paid state or local real estate taxes, fines or assessments.

b. The assignee must agree to comply with the HAP contract. The agreement must be in writing, and in a form acceptable to EDEN. The transferee must give EDEN a copy of the executed agreement.

19. Written Notices

When this HAP contract requires any notice by EDEN or the owner, the notice must be in writing.

20. Entire Agreement; Interpretation

a. The HAP contract contains the entire agreement between the owner and EDEN.

b. The HAP contract shall be interpreted and implemented in accordance with OHFA requirements and the law of the State of Ohio.

21. Warranty of Capacity

The party who is executing this HAP contract warrants that such party has authority to execute the HAP contract on behalf of the owner.

Eden, Inc.
Revised: 07/12
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