

PAYMENT STANDARDS

Effective May 6, 2021

Subtraction of Utility Allowances

Tenant paid utilities, estimated at the rates below, must be subtracted from any of the payment standard amounts provided in this document.

| | STUDIO | 1-BR | 2-BR | 3-BR | 4-BR |
|---------------------------------------|--------|-------|-------|-------|-------|
| Cooking Gas | \$22 | \$25 | \$28 | \$31 | \$35 |
| Electric | \$64 | \$72 | \$93 | \$115 | \$136 |
| Total Gas & Electric | \$86 | \$97 | \$121 | \$146 | \$171 |
| Electric Range | \$9 | \$11 | \$16 | \$21 | \$26 |
| Gas Heat & Hot Water | \$62 | \$72 | \$83 | \$94 | \$103 |
| Oil Heat & Hot Water | \$107 | \$125 | \$152 | \$179 | \$205 |
| Electric Heat & Hot Water | \$88 | \$129 | \$215 | \$301 | \$384 |
| Heat Pump Heat & Hot Water | \$35 | \$52 | \$87 | \$121 | \$155 |
| Water & Sewage | \$68 | \$72 | \$100 | \$142 | \$184 |

HPD 2021 PAYMENT STANDARDS

****This payment standard applies to all zip codes that are NOT on the list of exception areas, below.****

| | STUDIO | 1-BR | 2-BR | 3-BR | 4-BR |
|------------|---------|---------|---------|---------|---------|
| Metro Area | \$1,901 | \$1,945 | \$2,217 | \$2,806 | \$3,007 |

HPD 2021 EXCEPTION PAYMENT STANDARDS

| Borough | ZIP Code(s) | STUDIO | 1-BR | 2-BR | 3-BR | 4-BR |
|---------------|--|---------|---------|---------|---------|---------|
| Manhattan | 10001, 10199 | \$2,322 | \$2,376 | \$2,711 | \$3,434 | \$3,672 |
| Manhattan | 10003, 10004, 10005, 10006, 10007, 10010, 10012, 10014, 10016, 10017, 10018, 10021, 10022, 10023, 10028, 10036, 10038, 10044, 10065, 10069, 10162, 10279, 10280, 10282 | \$2,851 | \$2,916 | \$3,326 | \$4,212 | \$4,514 |
| Manhattan | 10013 | \$1,998 | \$2,041 | \$2,333 | \$2,948 | \$3,164 |
| Manhattan | 10019 | \$2,419 | \$2,473 | \$2,819 | \$3,564 | \$3,823 |
| Manhattan | 10020, 10103, 10110, 10111, 10112, 10115, 10119, 10152, 10153, 10154, 10165, 10167, 10168, 10169, 10170, 10171, 10172, 10173, 10174, 10177, 10271, 10278 | \$2,452 | \$2,506 | \$2,862 | \$3,618 | \$3,877 |
| Manhattan | 10011 | \$2,624 | \$2,689 | \$3,067 | \$3,877 | \$4,158 |
| Manhattan | 10024 | \$2,624 | \$2,678 | \$3,056 | \$3,866 | \$4,147 |
| Manhattan | 10025 | \$2,009 | \$2,052 | \$2,344 | \$2,970 | \$3,175 |
| Manhattan | 10026 | \$1,918 | \$1,963 | \$2,238 | \$2,832 | \$3,035 |
| Manhattan | 10075 | \$2,786 | \$2,851 | \$3,251 | \$4,115 | \$4,406 |
| Manhattan | 10128 | \$2,819 | \$2,894 | \$3,294 | \$4,169 | \$4,471 |
| Staten Island | 10305, 10306, 10307, 10309, 10312 | \$1,918 | \$1,963 | \$2,238 | \$2,832 | \$3,035 |

HPD 2021 EXCEPTION PAYMENT STANDARDS

| Borough | ZIP Code(s) | STUDIO | 1-BR | 2-BR | 3-BR | 4-BR |
|---------------|---|---------|---------|---------|---------|---------|
| Staten Island | 10308 | \$1,933 | \$1,976 | \$2,257 | \$2,851 | \$3,056 |
| Staten Island | 10314 | \$1,912 | \$1,955 | \$2,225 | \$2,819 | \$3,013 |
| Bronx | 10464 | \$1,918 | \$1,963 | \$2,238 | \$2,832 | \$3,035 |
| Bronx | 10465 | \$1,966 | \$2,009 | \$2,290 | \$2,894 | \$3,100 |
| Bronx | 10471 | \$2,171 | \$2,214 | \$2,527 | \$3,197 | \$3,424 |
| Queens | 11004 | \$1,918 | \$1,963 | \$2,238 | \$2,832 | \$3,035 |
| Queens | 11005, 11109 | \$2,851 | \$2,916 | \$3,326 | \$4,212 | \$4,514 |
| Queens | 11103, 11357 | \$2,214 | \$2,268 | \$2,581 | \$3,262 | \$3,499 |
| Queens | 11104, 11364, 11426 | \$2,192 | \$2,246 | \$2,560 | \$3,240 | \$3,467 |
| Queens | 11105, 11361 | \$2,290 | \$2,344 | \$2,668 | \$3,380 | \$3,618 |
| Brooklyn | 11204, 11214, 11219, 11220, 11223, 11224, 11228, 11229, 11232, 11234 | \$1,918 | \$1,963 | \$2,238 | \$2,832 | \$3,035 |
| Brooklyn | 11209 | \$2,171 | \$2,214 | \$2,527 | \$3,197 | \$3,424 |
| Brooklyn | 11215 | \$2,851 | \$2,916 | \$3,326 | \$4,212 | \$4,514 |
| Brooklyn | 11218 | \$2,041 | \$2,084 | \$2,376 | \$3,002 | \$3,218 |
| Brooklyn | 11222 | \$2,441 | \$2,506 | \$2,851 | \$3,607 | \$3,866 |
| Brooklyn | 11230 | \$1,922 | \$1,966 | \$2,246 | \$2,840 | \$3,046 |
| Brooklyn | 11231 | \$2,776 | \$2,840 | \$3,240 | \$4,104 | \$4,396 |
| Queens | 11351, 11359 | \$1,955 | \$1,998 | \$2,279 | \$2,884 | \$3,089 |
| Queens | 11354, 11377, 11379 | \$2,074 | \$2,128 | \$2,419 | \$3,056 | \$3,283 |
| Queens | 11355, 11365, 11412, 11425, 11427, 11694, 11697 | \$1,918 | \$1,963 | \$2,238 | \$2,832 | \$3,035 |
| Queens | 11356 | \$2,106 | \$2,149 | \$2,452 | \$3,100 | \$3,326 |
| Queens | 11358 | \$2,128 | \$2,182 | \$2,484 | \$3,143 | \$3,370 |
| Queens | 11360 | \$2,657 | \$2,722 | \$3,100 | \$3,920 | \$4,201 |
| Queens | 11362 | \$2,322 | \$2,376 | \$2,711 | \$3,434 | \$3,672 |
| Queens | 11363 | \$2,516 | \$2,581 | \$2,938 | \$3,715 | \$3,985 |
| Queens | 11366 | \$2,203 | \$2,257 | \$2,570 | \$3,251 | \$3,488 |
| Queens | 11367 | \$1,912 | \$1,955 | \$2,225 | \$2,819 | \$3,013 |
| Queens | 11373 | \$2,063 | \$2,117 | \$2,408 | \$3,046 | \$3,262 |
| Queens | 11374 | \$2,095 | \$2,138 | \$2,441 | \$3,089 | \$3,305 |
| Queens | 11375 | \$2,408 | \$2,462 | \$2,808 | \$3,553 | \$3,812 |
| Queens | 11378 | \$2,009 | \$2,052 | \$2,344 | \$2,970 | \$3,175 |
| Queens | 11411, 11414 | \$2,030 | \$2,074 | \$2,365 | \$2,992 | \$3,208 |
| Queens | 11413 | \$1,966 | \$2,009 | \$2,290 | \$2,894 | \$3,100 |
| Queens | 11415 | \$2,149 | \$2,203 | \$2,506 | \$3,175 | \$3,402 |
| Queens | 11422 | \$2,160 | \$2,203 | \$2,516 | \$3,186 | \$3,413 |

PAYMENT STANDARDS

Effective May 6, 2021

Subtraction of Utility Allowances**Tenant paid utilities, estimated at the rates below, must be subtracted from any of the payment standard amounts provided in this document.**

| | 5-BR | 6-BR | 7-BR | 8-BR |
|---------------------------------------|-------------|-------------|-------------|-------------|
| Cooking Gas | \$38 | \$38 | \$38 | \$38 |
| Electric | \$157 | \$157 | \$157 | \$157 |
| Total Gas & Electric | \$195 | \$195 | \$195 | \$195 |
| Electric Range | \$31 | \$31 | \$31 | \$31 |
| Gas Heat & Hot Water | \$114 | \$114 | \$114 | \$114 |
| Oil Heat & Hot Water | \$232 | \$232 | \$232 | \$232 |
| Electric Heat & Hot Water | \$467 | \$467 | \$467 | \$467 |
| Heat Pump Heat & Hot Water | \$187 | \$187 | \$187 | \$187 |
| Water & Sewage | \$225 | \$225 | \$225 | \$225 |

HPD 2021 PAYMENT STANDARDS****This payment standard applies to all zip codes that are NOT on the list of exception areas, below.****

| | 5-BR | 6-BR | 7-BR | 8-BR |
|------------|----------------|----------------|----------------|----------------|
| Metro Area | \$3,458 | \$3,909 | \$4,360 | \$4,811 |

HPD 2021 EXCEPTION PAYMENT STANDARDS

| Borough | ZIP Code(s) | 5-BR | 6-BR | 7-BR | 8-BR |
|----------------|--|----------------|----------------|----------------|----------------|
| Manhattan | 10001, 10199 | \$4,223 | \$4,774 | \$5,324 | \$5,875 |
| Manhattan | 10003, 10004, 10005, 10006, 10007, 10010, 10012, 10014, 10016, 10017, 10018, 10021, 10022, 10023, 10028, 10036, 10038, 10044, 10065, 10069, 10162, 10279, 10280, 10282 | \$5,192 | \$5,869 | \$6,546 | \$7,223 |
| Manhattan | 10013 | \$3,639 | \$4,114 | \$4,588 | \$5,063 |
| Manhattan | 10019 | \$4,397 | \$4,970 | \$5,544 | \$6,117 |
| Manhattan | 10020, 10103, 10110, 10111, 10112, 10115, 10119, 10152, 10153, 10154, 10165, 10167, 10168, 10169, 10170, 10171, 10172, 10173, 10174, 10177, 10271, 10278 | \$4,459 | \$5,040 | \$5,622 | \$6,204 |
| Manhattan | 10011 | \$4,782 | \$5,405 | \$6,029 | \$6,653 |
| Manhattan | 10024 | \$4,769 | \$5,391 | \$6,013 | \$6,636 |
| Manhattan | 10025 | \$3,651 | \$4,128 | \$4,604 | \$5,080 |
| Manhattan | 10026 | \$3,490 | \$3,945 | \$4,400 | \$4,400 |
| Manhattan | 10075 | \$5,067 | \$5,728 | \$6,389 | \$7,050 |
| Manhattan | 10128 | \$5,142 | \$5,813 | \$6,483 | \$7,154 |
| Staten Island | 10305, 10306, 10307, 10309, 10312 | \$3,490 | \$3,945 | \$4,400 | \$4,400 |
| Staten Island | 10308 | \$3,515 | \$3,973 | \$4,432 | \$4,890 |
| Staten Island | 10314 | \$3,465 | \$3,917 | \$4,369 | \$4,821 |
| Bronx | 10464 | \$3,490 | \$3,945 | \$4,400 | \$4,400 |
| Bronx | 10465 | \$3,565 | \$4,029 | \$4,494 | \$4,959 |
| Bronx | 10471 | \$3,937 | \$4,451 | \$4,964 | \$5,478 |
| Queens | 11004 | \$3,490 | \$3,945 | \$4,400 | \$4,400 |

HPD 2021 EXCEPTION PAYMENT STANDARDS

| Borough | ZIP Code(s) | 5-BR | 6-BR | 7-BR | 8-BR |
|----------|---|---------|---------|---------|---------|
| Queens | 11005, 11109 | \$5,192 | \$5,869 | \$6,546 | \$7,223 |
| Queens | 11103, 11357 | \$4,024 | \$4,549 | \$5,074 | \$5,599 |
| Queens | 11104, 11364, 11426 | \$3,987 | \$4,507 | \$5,027 | \$5,547 |
| Queens | 11105, 11361 | \$4,161 | \$4,703 | \$5,246 | \$5,789 |
| Brooklyn | 11204, 11214, 11219, 11220, 11223, 11224, 11228, 11229, 11232, 11234 | \$3,490 | \$3,945 | \$4,400 | \$4,400 |
| Brooklyn | 11209 | \$3,937 | \$4,451 | \$4,964 | \$5,478 |
| Brooklyn | 11215 | \$5,192 | \$5,869 | \$6,546 | \$7,223 |
| Brooklyn | 11218 | \$3,701 | \$4,184 | \$4,667 | \$5,149 |
| Brooklyn | 11222 | \$4,446 | \$5,026 | \$5,606 | \$6,186 |
| Brooklyn | 11230 | \$3,502 | \$3,959 | \$4,416 | \$4,873 |
| Brooklyn | 11231 | \$5,055 | \$5,714 | \$6,374 | \$7,033 |
| Queens | 11351, 11359 | \$3,552 | \$4,015 | \$4,479 | \$4,942 |
| Queens | 11354, 11377, 11379 | \$3,776 | \$4,268 | \$4,761 | \$5,253 |
| Queens | 11355, 11365, 11412, 11425, 11427, 11694, 11697 | \$3,490 | \$3,945 | \$4,400 | \$4,400 |
| Queens | 11356 | \$3,825 | \$4,324 | \$4,823 | \$5,322 |
| Queens | 11358 | \$3,875 | \$4,380 | \$4,886 | \$5,391 |
| Queens | 11360 | \$4,831 | \$5,462 | \$6,092 | \$6,722 |
| Queens | 11362 | \$4,223 | \$4,774 | \$5,324 | \$5,875 |
| Queens | 11363 | \$4,583 | \$5,181 | \$5,779 | \$6,376 |
| Queens | 11366 | \$4,012 | \$4,535 | \$5,058 | \$5,581 |
| Queens | 11367 | \$3,465 | \$3,917 | \$4,369 | \$4,821 |
| Queens | 11373 | \$3,751 | \$4,240 | \$4,729 | \$5,219 |
| Queens | 11374 | \$3,801 | \$4,296 | \$4,792 | \$5,288 |
| Queens | 11375 | \$4,384 | \$4,956 | \$5,528 | \$6,100 |
| Queens | 11378 | \$3,651 | \$4,128 | \$4,604 | \$5,080 |
| Queens | 11411, 11414 | \$3,689 | \$4,170 | \$4,651 | \$5,132 |
| Queens | 11413 | \$3,565 | \$4,029 | \$4,494 | \$4,959 |
| Queens | 11415 | \$3,912 | \$4,423 | \$4,933 | \$5,443 |
| Queens | 11422 | \$3,925 | \$4,437 | \$4,949 | \$5,460 |

NEW LAW PERMANENTLY PROTECTING SECTION 8 VOUCHER HOLDERS 90-DAYS OR MORE FOR TERMINATION (EVICTION) NOTICE REQUIREMENT AND FORECLOSURE IS NOT GOOD CAUSE TO TERMINATE THE TENANCY

In May 2018, a new federal law that permanently protects Section 8 Housing Choice Voucher tenant's rights became law in the *Economic Growth, Regulatory Relief, and Consumer Protection Act*, (Pub. L. No. 115-174). Under the law, Section 8 Housing Choice Voucher tenants have rights regarding eviction from units that have been foreclosed upon. **Please note that these rights are *in addition* to rights a tenant may already have if they reside in a unit that is rent regulated. Contact the New York State Division of Housing and Community Renewal at (866) 275-3427 if you are uncertain about a unit's rent regulation status.**

If a Section 8 subsidized unit goes into foreclosure, the next owner of the building as a result of the foreclosure must follow these rules.

1. If the lease ends in less than 90 days the new owner may not evict the tenant without giving a minimum of 90 days' notice.
2. If a tenant has a lease for a fixed term, such as one year, and the lease has not expired, the tenant has a right to remain in the unit and cannot be evicted until the end of the lease term unless the new owner has good cause to do so. (Rent regulated leases do not expire as a result of foreclosure).
3. If actions or the actions of members of the tenant's family or guests constitute good cause for eviction under the terms of the lease, the new owner can evict the tenant before the lease expires. However, the new owner wanting the property vacant before selling it is not good cause for terminating the tenancy.
4. There is one exception to the rule that a tenant may not be evicted during the term of a lease. If the new owner who acquired the property at foreclosure wants to occupy the unit as his or her primary residence, that owner may give the tenant a 90 day notice to vacate the property even if the lease runs for longer than 90 days.

STEPS TO TAKE IF YOU ARE A TENANT AND THE NEW OWNER ATTEMPTS TO END YOUR TENANCY:

If the new owner tells you that you have to move from your unit, offers you money to leave or gives you an eviction notice, you should contact HPD Section 8 at (917) 286-4300 and discuss your situation with a HPD representative. You should also contact the Legal Aid Society of New York City at **(212) 577-3346** for further questions on your rights and options as a tenant.

If you receive a notice to terminate your lease before your lease term expires, you should give a letter objecting to the termination to your landlord **before the date for termination in the notice you received**, and you should pay your rent. If you do not pay your rent, your landlord has grounds to evict you from your unit.

If the new owner starts an eviction action against you in court attempting to terminate your tenancy, you should inform the court in writing or on the date you appear in court, that the termination notice the new owner provided you with is improper because the new owner should have served you with a 90-day notice or could not evict you until the lease expired under the law.

You should make a copy of your letter for your records, send your letter to the new owner by certified mail, return receipt requested, at the address the new owner put on his/her notice to you. When you go to court in the eviction case, you should take with you copies of the letter you sent to your landlord, the original and copies of your proof of mailing and green return receipt from the post office, the copy of the new law that is attached to this notice and a copy of your written lease if you have a written lease. The judge may not know about the law because it is so new, but if you tell the judge about the law it is his or her legal responsibility to enforce it, and make sure that you are not forced to move with less than 90 days' notice or before the end of your lease term.

Frequently Asked Questions for Property Owners December 2018

About the Housing Choice Voucher program

The Housing Choice Voucher (HCV) program, also known as Section 8, provides federal funding to local housing agencies to assist eligible low-income families with rental subsidies toward decent, safe, and affordable housing in a neighborhood of their choice. Families pay approximately 30% of their income toward rent and the NYC Department of Housing Preservation and Development (HPD) pays the difference up to a determined Payment Standard directly to the landlord. The unit must have a rent that is determined reasonable and affordable by HPD and must meet federal Housing Quality Standards (HQS) in order to be approved.

In the five boroughs of New York City there are multiple Section 8 programs. The New York City Housing Authority (NYCHA), HPD, and the NYS Homes & Community Renewal (HCR) all have Section 8 programs that operate similarly but separately. At HPD, the program is administered by the Division of Tenant Resources (DTR).

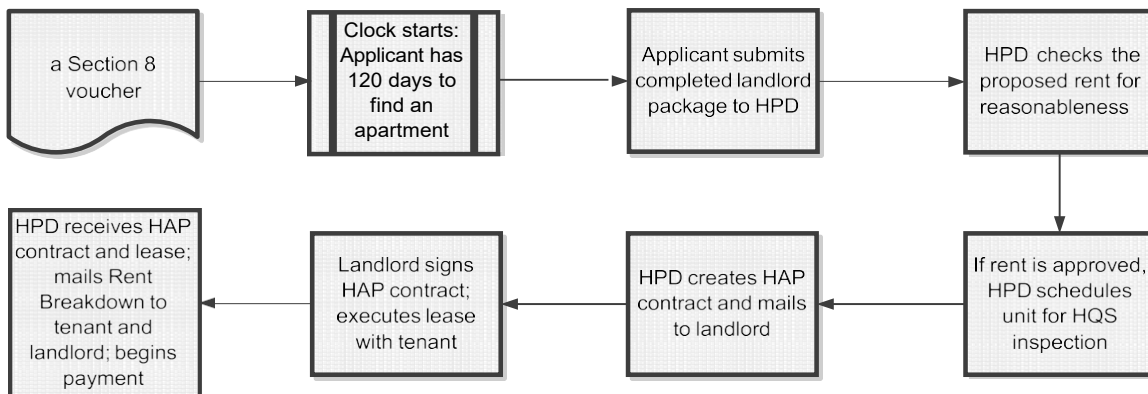
There is also a video available through HPD's website to provide you with additional information about HPD's Section 8 program and guidance on completing the Landlord Package forms. The video may be viewed here: <https://www1.nyc.gov/site/hpd/section-8/forms-and-resources.page>.

LEASING PROCESS

1. How can I find tenants with a HPD Section 8 voucher?

Tenants with Section 8 assistance search for and select the apartments that they would like to rent. HPD no longer maintains an apartment listing, but refers tenants to the listings available and maintained by GoSection8 at www.gosection8.com. Please provide the information on your available units via www.gosection8.com or contact them at (866) 466-7328.

2. What is the leasing process once a tenant receives a voucher?



3. What happens when I select a tenant with an HPD Section 8 voucher?

Once you select an HPD Section 8 voucher holder as a tenant, four critical steps must be completed in the following order, to start receiving Section 8 payments:

1. The landlord must submit a completed Landlord Package to HPD.
2. HPD will then register the landlord and unit in our system, and determine whether the Proposed Rent is reasonable and affordable to the family.
3. HPD will then conduct a Housing Quality Standards (HQS) inspection of the unit. The unit must pass inspection.
4. Finally, HPD will generate a Housing Assistance Payments (HAP) Contract, which the landlord must sign and promptly return to HPD, along with an executed lease that matches the HAP Contract dates. These original signed documents must be returned to HPD within 30 days of issuance.

Once all steps are completed, payments will begin, and will continue as long as all parties remain in compliance with program and eligibility requirements.

4. How do I obtain a Landlord Package? What does it include?

Landlords receive Landlord Packages directly from prospective Section 8 tenants who want to reside in their units. Completed Landlord Packages should be submitted by the landlord or tenant to HPD as soon as possible and must include:

- Unsigned lease and Attachments (if any)
- Shareholder Agreement (if applicable)
- City of New York Substitute W-9 form (available at <https://www1.nyc.gov/assets/hpd/downloads/pdf/hpd-version-substitute-form-w-9-instructions.pdf>)
- IRS Tax ID Verification (must have an issue date from the IRS within 24 months of submission to HPD) or copy of Social Security card if an individual owner
- Copy of Recorded Deed
- Certificate of Occupancy (if structure is new or substantially altered)
- HPD Rent Comparable form
 - HCR Annual Registration, if subject to rent regulation
 - Regulatory Agreement (if applicable)
- Lead Based Paint Disclosure form
- Completed Request for Tenancy Approval (RFTA, form HUD-52517)

Please note that owners may not rent to close family members with a voucher.

Additionally, owners that are debarred from participation in federal contracts may not rent to tenants through the Section 8 program.

5. What if I need help filling out the Landlord Package?

The Landlord Package includes information on the above components and directions on how to return your completed package to HPD. There is also a video on HPD's website that goes through each page of the package at: <https://www1.nyc.gov/site/hpd/section-8/forms-and-resources.page>. If additional questions arise or you need assistance, please call us at (917) 286-4300 or visit our Client Services office.



UNIT APPROVAL PROCESS

6. How is rent approved or determined “reasonable”?

Per federal regulation, the rent landlords charge for a Section 8 subsidized unit can never be more than rents charged for similar unsubsidized units within the development or in the vicinity. After landlords submit their Landlord Packages, HPD will review the requested Contract Rents to determine if the requested rents are reasonable.

Rent Reasonableness is determined on a case-by-case basis. HPD’s Owner Services Unit will compare Proposed Rents to the rents currently charged for similar sized units within the same building, or by other landlords for comparable units in the vicinity. HPD will take into consideration unit type, amenities included in rent (e.g., balconies, on site laundry), location, overall condition, as well as any leasing incentives offered to the assisted or comparable units. HPD utilizes www.GoSection8.com, a web-based tool, to complete Rent Reasonableness determinations in compliance with HUD regulations.

Additionally, if the unit is subject to any rent regulation or a regulatory agreement that applies rent restrictions as a result of the owner receiving another subsidy or financial benefit, the Contract Rent for the Section 8 assisted unit may not exceed the maximum allowable rent under that agreement or program.

HUD has issued additional guidance on Rent Reasonableness requirements, PIH notice 2009-51 and PIH notice 2010-18. You may find this guidance at HUD’s website: https://www.hud.gov/program_offices/public_indian_housing/publications/notices.

7. What happens if my Proposed Rent is not approved?

If the Contract Rent that you’ve proposed is determined to be unreasonable, HPD staff will notify you of this in writing and provide instructions on how to revise the request or provide additional documentation in support of your request.

8. Can I charge tenants more than the approved Contract Rent?

Section 8 participants must pay only the amount authorized by HPD. **SIDE RENTAL AGREEMENTS ARE A VIOLATION OF FEDERAL LAW.** Any amount paid by a Section 8 participant greater than the HPD-authorized amount is considered an unauthorized side payment. Unauthorized side payments are grounds for termination of the HAP Contract and may adversely affect the landlord’s ability to participate in the program in the future.

HPD may authorize participants to make additional payments to the landlord for additional services or amenities, such as parking spaces or appliances (other than range and refrigerator), however, any side payment agreement between the participant and landlord, for items not included in the lease, must be made in writing, and *approved* by HPD.



PAYMENT CALCULATION

9. Who pays for the utilities and what is a Utility Allowance?

The landlord decides whether and which utilities will be paid by the owner and which will be paid by the tenant. This is indicated on the Request for Tenancy Approval Form (RFTA), is reflected on the HAP Contract, and must be indicated in the lease agreement as well. Landlords should not deem the tenant responsible for paying for any utility that is not directly metered by a utility company or individually sub-metered by the landlord. If the tenants are responsible for paying utilities, they will be granted the corresponding allowances as listed in the chart in the Landlord Package. A Utility Allowance chart is also available at [nyc.gov/hpd-payment-standards](https://www1.nyc.gov/site/hpd-payment-standards). A Utility Allowance is applied as a credit to the tenant in calculation of their Tenant Share. If the tenant is paying for utilities, for calculation purposes, HPD determines what the Gross Rent for the unit is. The Gross Rent is the Proposed Rent plus the Utility Allowance. If the Proposed Rent is \$2,000 and the Utility Allowance is \$100, the Gross Rent is \$2,100.

10. What is the Payment Standard?

The Payment Standard is the maximum amount of subsidy that HPD can pay for a unit, based on the unit size and the utilities included in the Contract Rent. This is not the amount of rent that the landlord is entitled to; the landlord is entitled to the reasonable rent as determined by HPD. The reasonable rent may be determined to be higher or lower than, or equal to the Payment Standard.

The maximum Payment Standard assumes all utilities are paid by the owner. If the owner opts to have the tenant responsible for any utilities, the maximum subsidy is the Payment Standard minus the applicable Utility Allowance. For example, if the Payment Standard for a one bedroom is \$1,600 and the tenant is paying for utilities with a Utility Allowance of \$100, the applicable Payment Standard would be \$1,500. The Utility Allowance schedule is available in the Landlord Package or on HPD's website,

<https://www1.nyc.gov/site/hpd/services-and-information/subsidy-and-payment-standards.page>

The Payment Standard is the amount generally needed to rent a moderately priced unit in the local housing market. HUD regulations allow HPD to set its Payment Standard between 90 and 110 percent of the Fair Market Rent (FMR) that HUD calculates each year for the New York City Metro Area.

Effective December 1, 2018, to expand the range of housing choices available to HPD voucher holders, HPD implemented Exception Payment Standards (EPS). In areas that may provide greater opportunities for low-income families, Payment Standards are unique at the zip code-level, are generally higher and more closely aligned with market rents. A chart of the NYC payment and exception Payment Standards can be found in the Landlord Package and found online at <https://www1.nyc.gov/site/hpd/services-and-information/subsidy-and-payment-standards.page>.

11. What is a voucher size and how is it determined?

HPD has a Subsidy Standard that is used to determine the number of bedrooms the household is eligible for based on the number of people in the assisted household. HPD's Subsidy Standard allows for 2 people per bedroom. Single person households receive a 1 bedroom voucher.



12. Can tenants rent an apartment larger than the bedroom size listed on their voucher?

Yes, they may rent a larger size apartment than listed on their voucher size so long as the rent for that unit is affordable to them (meaning that the Tenant Share of rent does not exceed 40 percent of monthly adjusted income). The Payment Standard that will apply will be the standard for the apartment size listed on their voucher and **not** the apartment size they are moving into. The household will be considered “overhoused” but may remain so as long as they’re able to afford the rent. However, different “overhoused” policies apply for enhanced vouchers and project-based rental subsidies.

13. How is the Tenant/HPD portion of the rent determined?

Generally, under the Section 8 program, participants pay 30% of their income toward rent. Their Tenant Share is additionally influenced by whether they are also paying for utilities and whether the rent for the unit they live in is above or below the Payment Standard. If the unit’s Proposed Gross Rent (Contract Rent plus Utility Allowance) is equal to or below the Payment Standard or Exception Payment Standard, then HPD will subsidize the balance of the rent after the family’s contribution (30% of adjusted income). The portion paid by HPD is called the HAP (Housing Assistance Payment). Below is an example of how these factors interact.

Example: John Smith has a two bedroom voucher and has found an apartment with an approved rent of \$2,000 and a Utility Allowance of \$100, therefore the Gross Rent is \$2,100. The Payment Standard for a 2 Bedroom is \$2,200. HPD has calculated that John’s 30% of his income is \$500.

| 30% of Income | Payment Standard (PS) | Contract Rent (CR) | Utility Allowance (UA) |
|---------------|-----------------------|--------------------|------------------------|
| \$500 | \$2,200 | \$2,000 | \$100 |

$$\text{Proposed Contract Rent} + \text{UA} = \text{Gross Rent}$$
$$\$2,000 + \$100 = \$2,100$$

$$\text{Gross Proposed Rent} - 30\% \text{ of Income} = \text{HAP}$$
$$\$2,100 - \$500 = \$1,600$$

14. What if my proposed Contract Rent is higher than the Payment Standard?

If the proposed Gross Rent for the unit is determined to be reasonable and is higher than the Payment Standard for the household’s voucher size (minus allowances for any tenant paid utilities), HPD will need to also determine whether the rent is affordable. Per federal regulations, tenants may not pay more than 40% of their adjusted monthly household income in rent at initial leasing of the apartment. This rule is commonly referred to as the 40% rule. To determine affordability, HPD must add any amount of rent that exceeds the applicable Payment Standard to the tenant’s 30% of income calculation. If the final Tenant Share is greater than 40% of the tenant’s income, the 40% rule is violated. The owner will be asked to lower the Proposed Rent or include utilities in rent. If the owner is unable to do so, the tenant will have to locate another apartment to rent.



Example: Jane Doe has a two bedroom voucher and has found an apartment with a rent of \$2,300 and a Utility Allowance of \$100. The Payment Standard for a 2 Bedroom is \$2,200. HPD has calculated that 30% of Jane's income is \$500 and 40% is \$660

| 30% of Income | Payment Standard (PS) | Contract Rent (CR) | Utility Allowance (UA) |
|---------------|-----------------------|--------------------|------------------------|
| \$500 | \$2,220 | \$2,300 | \$100 |

| |
|--|
| <i>Proposed Contract Rent + UA = Gross Rent</i> |
| \$2,300 + \$100 = \$2,400 |

HAP is determined by subtracting 30% of Jane's income from the lower of Gross Rent or Payment Standard.

| |
|--|
| <i>Lower of Gross Proposed Rent or Payment Standard – 30% of Income = HAP</i> |
| \$2,200 - \$500 = \$1,700 |

The Tenant Share is the difference between HAP and the Proposed Gross Proposed Rent.

| |
|---|
| <i>Gross Proposed Rent – HAP = Tenant Share (TS)</i> |
| \$2,400 - \$1,700 = \$700 |

If the Tenant Share is greater than 40% of Jane's income, HPD cannot approve the tenancy. For the Proposed Rent to be approved, the Proposed Rent would need to be lowered or the owner may pay for the utilities. The rent can be above the Payment Standard, but the Tenant Share must be less than \$650 (40% of income) for the Proposed Rent and tenancy to be approved.

| |
|---|
| <i>Gross Proposed Rent – HAP = Tenant Share (TS)</i> |
| \$2,350 - \$1,700 = \$650 |

Since the new rent leads to a Tenant Share that is less than 40% of income, this tenancy can be approved.

15. How is the effective date of the HAP Contract determined?

Per HUD regulations, HAP Contracts will be generated after the voucher has been issued, HPD has approved the rent and request for tenancy, and the unit has passed an HQS Inspection. The effective date of a HAP Contract will be at least one week after the HAP generation date and will be on either the 1st or the 15th of the month.

*If a HAP Contract is not signed and returned, along with a matching executed lease, to HPD within 60 days of issuance of the contract, the contract will be **deemed void by HPD**. If the HAP Contract is voided, you will have to request reissuance and the effective date will be prospective from the date of HAP re-issuance. The sooner an executed HAP Contract and matching lease are returned to HPD, the sooner rental subsidy payments will start.*

HAP Contracts issued by HPD may not be executed if there are mark ups. If any of the information listed on the HAP Contract is incorrect or has changed, please contact HPD to discuss the changes needed, the documents required to make those changes (if any) and HPD will then re-issue contracts with the correct information for execution.



PAYMENTS FROM HPD

16. How do I get information about the status of the assisted unit?

HPD primarily communicates with participating landlords through notices that are mailed to the address the landlord provided on the W9 form. It is very important that you keep your contact information updated with HPD.

In addition to the mail, HPD has a web-based service for participating landlords called the DTR Owner Portal. The Owner Portal is a web-based tool where enrolled users may access their account, which provides basic information (such as household information, inspections and results, contract rent, recent payments and registers) about the subsidized units associated with the account. To request enrollment in this service, please go to www.nyc.gov/dtrownerportal and follow the steps to create an account.

For help, email dtownerservices@hpd.nyc.gov or call 917-286-4300.

17. When do I start getting paid?

Payments are made by HPD in two monthly check runs. The first is at the end of each month for payments effective the 1st of the following month and the second is in the middle of the month. Completing all of the steps, from Landlord Package submission to receiving the first payment may take up to three months. If retroactive payments are due based on the HAP Contract effective date, they will be made as soon as all steps have been completed. Access to the apartment should be provided to the tenant as of the effective date of the lease and HAP Contract.

You can assist in reducing this time by making sure to submit a complete Landlord Package, pre-inspecting the unit, being present to make minor repairs and provide all required access while inspectors are conducting the HQS Inspection, and promptly returning the signed HAP Contracts and lease to HPD for processing.

18. Where will my payments come from?

HPD's rental subsidy payment checks are mailed out by the NYC Department of Finance by the 1st of every month. Please note that HPD separately sends payment registers, which provide the details of the payments issued for individual tenants and units in the check payment. Registers are generally sent about a week after payment is received. The City of New York assesses a paper check fee of \$3.50 for each check received. If you opt to receive payments via check, you will notice this fee deducted from your payment on a quarterly basis.

To avoid these fees and to receive your payments sooner, you may choose to register for Electronic Funds Transfer (EFT). Payments will be deposited directly into the designated bank account and the HPD check register will follow in the mail. Effective March 15 2019, the NYC Department of Finance (DOF) will no longer process Electronic Funds Transfer (EFT) enrollment paper applications, nor modify any existing bank account information.

Landlords should enroll for EFT or make changes to their existing bank account information through the Payee Information Portal (PIP) at www.nyc.gov/pip. Should you have any questions, please contact the FISA Help Center at (212) 857-1777 or pip@fisa-opa.nyc.gov for assistance.



If you are not receiving HPD's check registers you should contact the Owner Services Unit. If the register does not list a check number, please contact the Fiscal Unit. Both units can be reached at (917) 286-4300, please listen to the prompts to reach the appropriate unit.



ONGOING ACTIVITIES

19. Once payments start, what are my obligations?

Landlord and participant obligations under the Section 8 program are outlined in the HAP Contract and re-iterated in the Tenancy Addendum (HUD form 52641-A), which must be attached to the lease at the time of signing by both parties.

HPD will continue to make payments as long as all program requirements are met by both landlord and tenant. Some of the owner responsibilities include:

- The unit and public areas meet HQS standards. An inspection will occur at least every two years.
- The tenant resides in the unit. Landlords MUST notify HPD if there is a change in occupancy.
- The owner is in compliance with the HAP Contract.
- The owner complies with Fair Housing and Equal Opportunity requirements

For additional guidance, you should review HPD's Housing Choice Voucher (HCV) Administrative Plan (available online, <https://www1.nyc.gov/assets/hpd/downloads/pdfs/services/rsp-admin-plan.pdf>) as well as information and rules pertaining to the HCV program available on the HUD website.

20. How do I increase or decrease the rent or renew the lease?

To request a lease renewal or rent change, landlords must submit a Rent Increase/Decrease request form (available here: <https://www1.nyc.gov/assets/hpd/downloads/pdfs/services/rent-increase-decrease-request-form.pdf>) the signed renewal lease and any supporting documentation to HPD at least 60 days in advance of the proposed effective date of the change. HPD does not notify landlords of upcoming lease expirations or automatically process lease renewals or Rent Increases. It is solely the landlord's responsibility to request a rent change or lease renewal.

Please remember that all Contract Rent requests must be in accordance with the terms of the currently existing lease agreement and the HUD Tenancy Addendum (HUD form 52641-A). When HPD receives a Contract Rent request, any Proposed Rent amount will be subject to a Rent Reasonableness review, as described above. Additionally, approvals of all reasonable Rent Increases are contingent upon the availability of funds.

21. How long does it take to process a lease renewal or Rent Increase?

It takes at least 60 days for HPD to process Rent Increase requests. Once a determination is made by the Owner Services Unit of the reasonable rent, you and the tenant will receive notice of the approval or rejection of the requested rent. If approved, the letter will state the effective date of the approved rent.

The effective date approved by HPD will be the later of the lease renewal effective date or the 1st or 15th of the month that is at least 60 days after HPD received your request for a Rent Increase.

The changes in rent will be made retroactive to the effective date listed on the approval letter. In the meantime, landlords may not ever charge the participant any more than the amount reflected on the most current *Rent Breakdown Letter*.



22. What can I do if my Rent Increase request is denied?

If a requested rent is not considered reasonable, or not all documentation has been received, or the unit has failed its most recent HQS Inspection and failed items have not been certified corrected with HPD, a landlord will receive a rejection letter. In order for a rent request to be reviewed again, the landlord must submit in writing all documentation requested from the Owner Services Unit, as indicated on the *Rent Rejection Letter* within 30 days from the date of the letter. If the required changes or documents are received by the deadline the effective date of the increase will be based on the date of submission of the request. However, if the request for Rent Increase is resubmitted to HPD more than 30 days after the Rejection Letter was issued, the effective date of the increase will be determined as the later of the effective date or the 1st or 15th of the month that is at least 60 days after HPD received the resubmission of the request.

We welcome landlords to provide copies of their own information about comparable rents that support their requested rent. This may be done on the Rent Increase/Decrease Request form or using the Rent Comparable form available on the HPD website. Comparable rents that are submitted by landlords directly will be taken under consideration, but will not be used exclusively for the Rent Reasonableness determination.

23. How do I change who pays for the utilities?

This may only be changed at lease expiration. It requires the submission of a new Request for Tenancy Approval (RFTA) form, a revision of the terms of the HAP Contract, and the renewal lease with the revised responsibilities. To request this change, submit an updated RFTA form, signed by both landlord and tenant, along with the renewal lease to the Owner Services Unit at DTROS@hpd.nyc.gov.

24. What should I do if I would like to buy or sell a property that includes units subsidized by HPD?

Federal regulations mandate that any potential Section 8 landlords be cleared for participation in the program. Therefore, it is important that buyers and sellers of properties that include HPD subsidized units contact the Owner Services Unit prior to entering into a contractual agreement. To help minimize the possibility of interruptions in subsidy, please contact us at least 30 days prior to the sale of the building.

The seller should notify HPD of the possible sale. HPD will then reconcile payments with the seller and will stop payments as of the date of sale. The purchaser will be required to submit a Request for Assignment of HAP Contract, a City of New York Substitute W9 form, tax ID documentation, and a copy of the deed within 30 days of the completed sale.

Failure to notify HPD timely of the sale of the assisted property may result in loss of rent. HPD will not make payments to the purchaser for months of subsidy that have already been made to the seller. Both parties must reconcile these payments with each other.

To notify HPD of a pending sale, required forms are available on the HPD website <https://www1.nyc.gov/site/hpd/services-and-information/section-8-forms.page> and may be completed and returned via email to DTROS@hpd.nyc.gov. You may call the Owner Services Unit with any questions at (917) 286-4300.

25. What should I do if I change my address or managing agent?

If you change any of your contact information or managing agent, you must contact the Owner Services Unit. You will need to complete a Change of Address or Agent request form and an updated City of New York Substitute W9 form, available on the HPD



website. If the tax ID number associated with the payments is changing, you will also need to supply the IRS issued tax ID confirmation documentation. Completed request forms may be submitted at DTROS@hpd.nyc.gov.

26. Can I move a subsidized tenant from one of my units to another?

Section 8 assisted tenants cannot be moved without HPD approval, even within the same development. Moving tenants without official HPD approval will result in a loss of subsidy payments. To request to transfer a tenant, please complete a Request for Tenancy Approval form and Lead based Paint Disclosure form with the tenant for the new unit. This may be emailed to DTROS@hpd.nyc.gov. The new unit will need to pass a HQS Inspection, have the rent approved and a new HAP Contract executed. If you have questions about transfers, please contact the Move Unit at (917) 286-4300.

HOUSING QUALITY STANDARDS OVERVIEW

27. What is an HQS Inspection?

The Department of Housing Preservation and Development (HPD) is required by federal regulations to ensure that each HPD rental subsidy participant's unit is "decent, safe, and sanitary." Accordingly, HPD conducts a Housing Quality Standard (HQS) inspection prior to providing assistance on behalf of HPD subsidy client, and then regularly throughout their assisted tenancy. At HPD, the Division of Code Enforcement conducts these inspections. Items on the HQS Inspection checklist that do not meet HQS standards are referred to as *Failures*. Items that do not meet Housing Maintenance Code standards are called *Violations*.

28. What is checked during the HQS Inspection?

- Sanitary facilities
- Food preparation and refuse disposal
- Space and security
- Thermal environment
- Structure and materials
- Interior air quality
- Water supply
- Lead-based paint
- Access to unit and all rooms
- Public areas (interior and exterior)
- Foundation and heating system
- Sanitary condition; and
- Smoke and Carbon Monoxide detectors

29. How often are HQS Inspections conducted?

Before a program applicant begins receiving HPD rental subsidy, an Initial Inspection will be scheduled and conducted upon approval of a Request for Tenancy Approval (RFTA). The RFTA is a form included in the Landlord Package that property owners submit at the time they select a tenant.

After a tenant begins receiving subsidy, HPD inspects assisted units least once every two years to ensure compliance with federal Housing Quality Standards (HQS) requirements



(except Continuum of Care (CoC) and MOD Rehab assisted units where there is an annual inspection). These standards establish a minimum basis for habitability and must be maintained in order for the owner to receive monthly Housing Assistance Payments (HAP). All Section 8 participants are required to provide access to HPD inspectors to allow them to perform the inspection. Inspections may also be completed at a participants request at any time during the tenancy.

After a tenant begins receiving subsidy, the unit must be inspected every two years (annually for certain programs), to ensure it continues to meet HQS requirements.

30. What are the HQS Inspection types and how are they different from each other?

- **Initial Inspection:** The following types of Initial Inspections are conducted when an applicant is applying for rental subsidy:
 - **Initial In-Place Inspection:**
 - Inspection of a unit where the applicant is already residing at the unit.
 - Appointment notice is mailed approximately two weeks before the scheduled appointment date to the applicant and landlord.
 - The applicant is responsible for providing access to the unit; applicants who fail to make their apartments available for a timely HQS Inspection may forfeit their eligibility for HPD rental subsidy.
 - **Initial Vacant Inspection:**
 - Inspection of a vacant (unoccupied) unit.
 - The Division of Code Enforcement will contact the owner by phone and schedule an HQS Inspection directly with property owners.
 - If an owner misses two HQS Inspection appointments, HPD may disapprove the RFTA. The applicant will have the opportunity to look for alternate housing.
- **Biennial (Routine) Inspection:**
 - Conducted for each apartment receiving rental subsidy biennially (annually for McKinney funded programs).
 - HPD will mail both the participants and property owners an appointment approximately two weeks before the scheduled HQS Inspection.
 - The Participant is responsible for providing access to the unit.
 - If participants do not provide access two (2) consecutive times, HPD will deny or terminate assistance to the family for failure to uphold their family obligations.
 - The property owner is responsible for providing access to the heating system and public areas of the building.
- **311 Complaint Inspection:**
 - Conducted when HPD receives complaints about conditions directly from tenants or from any other party through 311.
 - Appointment notices are not mailed for 311 complaint inspections.
 - If the participant does not provide access, an inspector will leave notification for the participant to call HPD within 14 days to reschedule inspection.



❑ **Vacant Move Inspection:**

- Conducted for participants who have been issued a voucher to find a new unit.
- HPD's Division of Code Enforcement will contact the owner by phone to schedule the HQS Inspection.
- If an owner does not provide access to the unit on two HQS Inspection appointments, HPD may disapprove the RFTA. The participant may look for alternate housing.

❑ **Verification Inspection:**

- HPD will inspect a random sample of units that previously failed HQS and have been certified as corrected by the owner. These inspections will be re-inspected within 30 days of the date HPD received.
- If a verification inspection fails, Housing Assistance Payment (HAP) is retroactively abated (suspended). The abatement will be effective on the first of the month following the original correction deadline for the failure item.
- Verification inspections are unscheduled and appointment notices are not mailed.

31. What are the owner's HQS related responsibilities during the term of the assistance to a participant?

Property owners are expected to provide the services agreed upon in the lease and in the HAP Contract signed with HPD. This includes providing decent, safe, and sanitary housing. Property owners must:

- Ensure HQS requirements are met except in those areas determined the participant's responsibility
- Perform ongoing maintenance
- When necessary, perform paint stabilization to correct deteriorated paint following safe work practices in accordance with the NYC Childhood Lead Poisoning Prevention Act of 2003, also known as Local Law 1 of 2004, HPD's implementing rules, and federal lead based paint requirements which are available online at www.hpd.nyc.gov.
- Notify tenants each time lead hazard reduction activities are performed
- Repair emergency conditions within 24 hours. Emergency failure items are:
 - a. Gas leaks
 - b. Smoking/sparking electrical outlets or wiring
 - c. Building in imminent danger of collapse

More detailed listing can be found on HPD's Administrative Plan at: <https://www1.nyc.gov/site/hpd/section-8/about-section-8.page>.

32. For what HQS failure conditions are tenants responsible?

- Participants are responsible for maintaining HQS requirements that are attributed to them. HPD will hold participants responsible for damage or defects that cause a unit to fail inspection. HPD generally holds tenants responsible for the following HQS failures:
 - a. Nonfunctioning smoke detectors (battery-operated and battery dead, or electric and participant pays electrical utilities) or missing smoke detectors (when it was present at last inspection)
 - b. No electricity or gas (tenant pays utilities)



- c. Double cylinder lock on exit door
- d. Illegal gates on fire escape windows
- e. Debris that blocks access to exit doors or fire escape windows
- f. Kitchen grease that constitutes a fire hazard
- g. Damage caused by tenant or tenant's guest

33. What happens when the HQS Passes?

When a unit passes an HQS Inspection, no notification is sent to the owner unless it is an initial, initial vacant or move inspection. For those inspections types, once a unit passes inspection, HPD will mail the owner a Housing Assistance Payments (HAP) contract to execute and return within 30 days.

HQS ENFORCEMENT

34. What happens when the unit fails at initial/move inspection?

During the leasing process after a Landlord Package has been approved, an HQS Inspection will be conducted. These are for initial tenancy. HPD can only approve tenancy one a unit passes inspection. If the unit fails, the following steps are taken depending on whether the unit is already occupied or vacant.

❑ Initial In-Place Inspection

- All failures are the owner's responsibility to correct.
- Failure items will be re-inspected within 30 days.
- HPD will mail a Notice of Failure listing all the items that failed inspection and a re-inspection date to the owner and the applicant.
- If failure items are not corrected on the re-inspection date, HPD may disapprove the RFTA. The applicant may look for alternate housing.

❑ Initial Vacant/ Vacant Move Inspection

- All failures are the owner's responsibility to correct.
- HPD's HQS Enforcement Unit will notify the landlord via phone of the HQS failure items
- The owner must inform HPD when the failures have been corrected so a new inspection can be scheduled.
- If the landlord does not contact HPD to schedule a re-inspection or if failure items are not corrected on the re-inspection date; HPD may disapprove the RFTA. The applicant/participant may look for alternative housing.

35. What happens when the unit fails after subsidy has started?

After subsidy begins, there may be different types of inspections. If the unit fails, the following steps will be taken.

- HPD will mail the participant and owner a notice listing the failure items found in the unit identifying who is responsible for repairs.
- Failure items must be corrected within 30 days. If the failure is an emergency failure, it must be corrected within 24 hours.
- Failure items that are the tenant's responsibility to correct will be re-inspected within



30 days. The failure notice will indicate the re-inspection date. If the failure items are not corrected by the re-inspection date, HPD will initiate subsidy termination.

- Failures that are the owner's responsibility to correct must **be certified as corrected by the HQS deadline**. The failure notice will include certification forms and applicable deadlines by which the owner must complete and submit certifications. Notices may include both Housing Maintenance Code Violations and HQS Failures.
- If HQS failures are not certified as corrected by the applicable deadline listed on the failure notices, the subsidy payments to the owner will be suspended (abated). Payment of HAP will resume prospectively only after certifications of correction have been submitted.
- Owners may also register for HPD's e-certification application to certify failures online. For more information on certifying correction of violations/failures online go to: <https://www1.nyc.gov/site/hpd/owners/compliance-clear-violations.page>.
- If the HAP abatement period is a total of 180 days or more, the HAP Contract will be cancelled and participants will be required to move and locate a new unit that meets HQS.

36. Will I be issued any violations during an HQS Inspection?

HPD's Division of Code Enforcement will be conducting HQS Inspections. Though they will be using federal HQS standards for their inspections, violations will be issued for any overlapping conditions.

37. If there is a disagreement with a determination that a failure was either landlord or tenant-caused, can you appeal the decision?

If there is a disagreement with an inspector's determination, please contact the HQS Unit at (917) 286-4300 or email the HQS Unit at hqs@hpd.nyc.gov.

38. Is the participant responsible for HPD's portion of the rent during the abatement period?

No. The owner cannot ask participants to pay HPD's portion of the rent. To ensure there is no interruption of payments, owners must complete corrections and submit certifications by the correction deadline provided. Though participants must continue to pay their Tenant Share of the rent during the abatement period, they are not responsible for any additional payments.

39. What if an owner cannot obtain access to make repairs?

If the tenant fails to allow access for repairs to be made, owners must document at least two attempts to gain access. Documenting includes sending participants at least two letters to arrange access. One of these letters must be sent by certified mail. Once the owner submits this documentation to HPD's HQS Enforcement Unit at hqs@hpd.nyc.gov, HPD will send the tenant a notice urging them to provide access to the landlord in order to make repairs. Once the repairs are made the failure is certified as corrected, HPD may allow retroactive payments of HAP (if abatement has been placed) to the date the landlord documented an attempted access to make repairs.



LEAD BASED PAINT RELATED REQUIREMENTS

40. Are there requirements on how repairs should be made to failure items?

There are safe work practice requirements when making repairs in certain conditions where there is risk of lead poisoning. In assisted units where there is a child under six years old, peeling paint in a building built prior to 1978 triggers an assumption that there is lead present. If the peeling or disturbed paint is considered at or above a certain size (de minimis level), all repairs must be completed using Lead Safe Work Practices. The de minimis level is 2 sq ft on an interior surface, 20 sq ft on an exterior surface, or 10% of an affected surface area.

These practices will be listed in a certification statement that would accompany notices sent to the owner. The owner, in addition to making repairs, must submit a certification of lead safe work practices with correction documentation. The owner must retain copies documenting that lead safe work practices were used in making repairs in these situations. In order for a lead-based paint hazard to be considered corrected, HPD must receive certification documents and the affected unit(s) and/or public area(s) must pass a re-inspection.

41. What are the additional EBLL related requirements?

If a child under six in an assisted unit has Elevated Blood Lead Levels (EBLL), owners have additional responsibilities. They must work with the Department of Health and Mental Hygiene (DOHMH) to remedy the issues and address possible risk in other units where children under six live. An elevated blood level is one that is 5 micrograms or greater per liter of blood.

Generally, owners receive notification from DOHMH regarding possible lead poisoning of a child. If, after an investigation by DOHMH, it is determined that the source of poisoning is the assisted address, a Commissioner's Order to Abate (COTA) will be issued. Once one is issued, the owner must follow the following steps.

1. Complete Lead-Based Paint Hazard Reduction for any unit(s) that received a COTA from DOHMH and a Notice of Housing Quality Standards (HQS) Failure from HPD
2. Conduct a Lead-Based Paint Risk Assessment for all assisted units in the building that include a child under age six in the household.
3. Follow required lead safe work practices to repair any hazards found and provide access for re-inspection by DOHMH to obtain required clearance.
4. Notify all tenants in the building about DOHMH investigation results, risk assessment results and any hazard reduction activities.
5. Obtain certification from DOHMH or clearance from a certified EPA lead risk assessor.
6. Submit a completed Lead Based Paint Owner Certification form to HPD by the correction deadline listed on the notice. If HPD does not receive this form by the deadline, Housing Assistance Payments (HAP) will be abated.
7. Inform HPD of any completion of lead-based paint hazard correction and/or extension granted by DOHMH to resolve the COTA. Submit to HPD any such extension, if this extension is later than the HQS correction deadline. Failure to do so will result in HAP abatement for the unit.



8. Perform ongoing maintenance including annual visual assessments for any unit(s) found to have lead-based paint hazards and provide access for annual Housing Quality Standard (HQS) inspections.
9. Comply with annual Housing Quality Standards (HQS) inspections.

Owners must report EBLL and all of the above listed activities to the Department of Housing and Urban Development (HUD), and retain records of all related documents.

Owners are responsible for reporting to **both**:

- a) The HUD Field Office (U.S. Department of Housing and Urban Development, 26 Federal Plaza #3541, New York, NY 10278-0068) **and**
- b) The HUD Office of Lead Hazard Control and Healthy Homes (LeadRegulations@hud.gov with copy to dtrlead@hpd.nyc.gov)

Once a COTA is issued, the owner has 30 days to remedy and take the steps above from the date of the notice issued.

NEED MORE INFORMATION?

If you have any Section 8 related questions, please contact HPD at (917) 286-4300 Monday through Friday, between the hours of 9:00 AM and 5:00 PM. Please listen to the menu options for the Unit that can best assist with your questions.

You may also visit our office at 100 Gold Street, Room 1-0, Monday through Friday between 9:00 AM and 4:00 PM. Drop-ins are welcome but to minimize wait times, please call us to schedule an appointment. Please note that you must present a valid Photo ID to be admitted into the building.

You may contact us by email and submit certain documents at:

Regarding Signing up for the Owner Portal: dtownerservices@hpd.nyc.gov

Regarding Rent Increases, Rent Approval and Registration: dtros@hpd.nyc.gov

Regarding Housing Quality Standards: hqs@hpd.nyc.gov

