Linkages
Permanent Supportive Housing Program

A Pilot Initiative of the Behavioral Health Purchasing Collaborative

Program Policies and Procedures Manual

November 2007
# Linkages Permanent Supportive Housing Program

## Program Policies and Procedures Manual

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Program Background

The New Mexico Behavioral Health Purchasing Collaborative’s (the Collaborative) Permanent Supportive Housing Program ("Linkages") is a state funded pilot initiative designed to provide rental subsidies and supportive services to vulnerable populations to link them to affordable quality housing with community-based, individualized services. Linkages will target consumers with demonstrated housing needs prioritizing individuals with serious mental illnesses including Native Americans living off reservation.

In creating this program, the Collaborative recognizes that permanent supportive housing is an extremely effective intervention that can provide a cost effective, quality living situation for those with precarious housing situations.

For the purposes of Linkages, the Collaborative defines permanent supportive housing as decent, safe, integrated rental housing in the community. It is housing that is affordable to individuals with extremely low or no incomes. In permanent supportive housing, the consumer has all the rights and obligations of tenancy.

The Collaborative embraces the knowledge that for many consumers, access to quality, community-based supportive services can ensure a successful tenancy in the housing. As such, the housing through this initiative is linked with voluntary and flexible community-based supportive services to support tenancy and address other needs.

What is Permanent Supportive Housing?

Permanent supportive housing is decent, safe, integrated rental housing in the community. It is housing that is affordable to individuals with low or no incomes. In permanent supportive housing, the consumer has all the rights and obligations of tenancy.

Ideally, permanent supportive housing is affordable, meaning tenants pay no more than 30 percent of their income toward housing costs.

Permanent supportive housing recognizes that for many consumers, access to quality, community-based supportive services can ensure a successful tenancy in the housing. As such, the housing is linked with voluntary and flexible supportive services to support tenancy and address other needs.
Program Summary

In Fiscal Year 2007, New Mexico’s Behavioral Health Purchasing Collaborative (the Collaborative) initiated the Road Map to a Supportive Housing Plan. One immediate result of this Road Map was an initial appropriation of $300,000 in the 2007 State Budget to be used to initiate a pilot permanent supportive housing rental subsidy program for persons with serious mental illness including Native Americans living off reservation. Reflecting the housing needs and supportive service capacity throughout New Mexico Linkages will be piloted in three regions (North Central, Central, and Southwest). The three regions and the Housing Administrators in these regions will be identified through a competitive Request for Proposals issued by the New Mexico Mortgage Finance Authority on November 29, 2007.

The collaboration of local housing organizations, supportive service providers, state agencies including members of the Collaborative, the New Mexico Mortgage Finance Authority (MFA), the Supportive Housing Coalition of New Mexico (SHC-NM), and the statewide services entity, Value Options of New Mexico (VONM) is the backbone of this permanent supportive housing initiative. State resources identified above will fund the rental subsidies and related housing costs such as security deposits and utility deposits. Existing supportive services, funded through Value Options or other community-based initiatives, will provide program participants with a range of services to help them obtain and remain in their independent housing. Service providers assist individuals with various housing related needs including communication with their landlord. Participants will be supported in pursuing treatment, case management, educational and job training opportunities, if they choose.

For eligibility, individuals must have a documented serious mental illness as defined in Chapter Two. Ten percent of the available units will be targeted to Native Americans living off reservation. Program participants pay 30 percent of their adjusted income towards rent and the Linkages program subsidizes the remaining portion of the rent. Participants are able to choose their own living units within one of the three pilot regions, provided the units meet Housing Quality Standards, pass a Rent Reasonableness comparison and fall within the Fair Market Rent guidelines established for the area by HUD.1 While Linkages is a permanent supportive housing project, its limited scale and resources can be expanded if the subsidies ultimately serve as a bridge to other mainstream housing resources such as the Section 8 Housing Choice Voucher Program.

This Program Manual outlines the policies and procedures used by the Collaborative, MFA, Value Options, local housing organizations, local support services agencies, and other service providers to administer this rental subsidy program grant. For further information regarding the Collaborative’s Linkages Permanent Supportive Housing Pilot program, please contact:

Name: Richard Chavez  
Agency: The New Mexico Mortgage Finance Authority  
Address: 344 4th Street SW  
Albuquerque, New Mexico  87102  
Phone: (505) 767-2270

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1 The local Housing Administrator can pay up to 100 percent of the FMR or seek a waiver from MFA to pay more than 110 percent of FMR when local market conditions, client housing needs or other circumstances justify such waiver. (see Chapter 8 for additional information)
Chapter Two: Eligibility

This chapter outlines the population eligible to receive assistance under the Linkages pilot program.

Eligibility criteria for Linkages are threshold criteria; they are nondiscretionary and not subjective. Applicants who do not meet these criteria are not eligible for the program. In addition to the threshold eligibility criteria, Linkages participants must be determined to be qualified for the program. The eligibility criteria and other program qualifications are outlined below.

Program Eligibility

To be initially eligible for Linkages, the applicant must be homeless or precariously housed; have a serious mental illness; and be extremely low-income. Each of these terms is defined below.

Eligible Population

The Linkages program requires that participants in the program meet the following criteria:

1. Homeless or precariously housed;
2. Disabled with a serious mental illness;
3. Extremely low income.

I. Homeless or Precariously Housed

Definition of Homeless or Precariously Housed

In general, for the Linkages pilot program a person is considered homeless or precariously housed if, without this assistance, he or she would have to spend the night in a homeless shelter or in a place not meant for human habitation. This includes:

- Persons living on the street, in emergency shelters, or in transitional housing programs for the homeless;
- Persons with a legal eviction notice, or other similar legal circumstances in which they are to lose their housing imminently; and
- Individuals inappropriately living in an institution or other facility may be considered homeless if no other housing placement is available or appropriate.

At no time can Linkages funds be used to supplant existing local, state, or federal permanent housing sources.
II. Serious Mental Illness

*Linkages* targets consumers with serious mental illness as defined by the State of New Mexico. Pursuant to Section 1912 of the Public Health Service Act, as amended by Public Law 102-321, “adults with a serious mental illness” are persons, age 18 and over, who *currently* or at *any time during the past year*, meet BOTH of the following criteria:

**Criterion 1. Eligible Diagnosis**
Adults included in the target population must have a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within DSM-IV (see attached list), including:

1) Schizophrenia and Other Psychotic Disorders, Mood Disorders, PTSD, Somatoform Disorders, Dementia due to Alzheimer’s, Factitious Disorders, Dissociative Disorders, Eating Disorders, Impulse-Control Disorders not elsewhere classified, Personality Disorders; Developmental Disability when co-occurring with one of the above diagnosis.

2) Dual or multiple diagnoses. To include the co-existing conditions of mental illness and substance abuse; and, developmental disabilities and mental illness.

3) Exclusions as the sole diagnosis. (See attached list of DSM-IV codes for the following excluded categories).
   (a) Disorders usually first diagnosed in infancy, childhood or adolescence
   (b) Delirium, dementia (not due to Alzheimer’s), amnesic, and other cognitive disorders.
   (c) Mental disorders due to a general medical condition
   (d) Other conditions that may be a focus of clinical attention
   (e) V codes

The following diagnosis is excluded unless it is a co-existing condition with mental illness:  
- Substance Abuse

**AND**

**Criterion 2. Level of Functional Impairment**
Adults whose eligible diagnosis has resulted in functional impairment, which substantially interferes with, or limits, one or more major life activities shall be included in the target population.

Functional impairment is defined as difficulties that substantially interfere with, or limit, role functioning in one or more major life activities, including:

- Basic living skills (e.g., eating, bathing, dressing)
- Instrumental living skills (e.g., maintaining a household, managing money, getting around the community, taking prescribed medication)
- Functioning in social, family, and vocational/educational contexts

“Substantially interfere with” is measured by the Global Assessment of Functioning (GAF) scale. Individuals who have a score of 50 or lower on the GAF are considered to be substantially impaired.
III. Extremely Low Income

All applicants for the pilot are subject to the U.S. Department of Housing and Urban Development (HUD) Income Limits for Extremely Low Income persons. HUD Income Limits are specific to geographical areas and number of persons in the family. The Income Limits are updated every year. Income for each applicant must fall at or below the Extremely Low Income Limit in order to be initially eligible for the pilot. Once a person has been accepted into the program, income limits cannot exceed those of HUD’s Section 8 Housing Choice Voucher Program. A list of income limits is included in Appendix 1. For current, updated income limits, please visit http://www.huduser.org/datasets/il.html.

In addition to the above three eligibility requirements: 1) homeless or precariously housed; 2) serious mental illness; and 3) extremely low income the Linkages program seeks to address the specific housing needs of tribal members with serious mental illnesses who are living off reservation. To this end, Linkages will set aside 10 percent of the subsidized units for this population. To meet this category, an individual would need to provide a verification of their tribal status with a Certificate of Degree of Indian Blood and also verification from the tribe to verify tribal status and verify threat they do not live on the reservation. MFA will track and monitor the Linkages program to ensure that the set-aside is met.

The Program Eligibility Form on page 7 should be included in all Program Participant files along with accompanying documentation.

Qualification Criteria

It is the underlying foundation of the Linkages program that persons with serious mental illness can live successfully and independently in the community. This includes persons who are dually diagnosed with long-term, chronic alcohol and substance use histories, persons with criminal records, and persons with poor housing and credit histories and other experiences that often deem them unsuitable for housing programs. Linkages aims to include as many of these persons as possible through a philosophy and service practice of a Housing First approach.

As such, when determining whether a person is qualified for the Linkages program, the Support Services Agency, will make that determination based on a limited number of disqualification categories. These include:

- Conviction for sexual assault or molestation;
- Conviction of a violent crime within the past five years;
- Conviction for assault and battery with a dangerous weapon;
- Conviction for distribution or trafficking of illegal

Housing First

Housing First is assertive outreach, engagement and direct, or nearly direct, placement of persons who are chronically homeless or have had long periods of intermittent homelessness, incarceration or institutionalization into permanent housing. Housing First is often targeted to persons who are reluctant to enter into services. Supportive services are to be offered and made readily available, the program does not require participation in these services to remain in the housing and there is a continuous effort to provide case management and to hold housing for persons in the program even if they leave their housing for short periods. Once in housing, a low demand approach accommodates client alcohol and substance use, so that “relapse” will not result in the person losing housing.
Chapter Two

Eligibility

drugs; or

- Other history that indicates there is a likelihood of physical violence to staff or other participants.
- Unwillingness to sign the Tenant Responsibility Form
- Unwillingness to sign the Program Participation Agreement
- History of unpaid rent or unpaid apartment damages to the Housing Administrator agency or Support Services Agency
**Linkages Pilot Program Eligibility Form**

**Instructions:** The Linkages Pilot Program must serve persons who meet program regulation eligibility. All programs must maintain documentation on file to prove a person’s eligibility. Note: this form is to be used as a checklist and guide for program staff. It does not serve as a substitute for the required documentation that should be collected and maintained in each participant’s file.

**Participant Name:**

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**Section A: Homeless Verification:**

*Linkages may only accept persons who are in one of the following homeless situations prior to entering the program (check one and attach appropriate documentation):*

- **In places not meant for human habitation, such as cars, parks, sidewalks, and abandoned buildings.** Please attach a signed and dated letter verifying such status including letters from referring agencies or self-reporting.
- **In an emergency shelter.** Please attach a signed and dated letter from a shelter staff person or other social service agency that can verify the shelter stay.
- **In transitional housing.** Please attach a signed and dated letter from the transitional provider verifying the current stay.
- **Is being evicted from a private dwelling unit.** Please attach a signed and dated letter verifying the eviction proceedings.
- **Is being discharged from an institution in which the person has been a resident and has not subsequent residence nor resources.** Please attach a signed and dated letter from the institution verifying unsuccessful attempts to secure other housing options.

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**Section B: Disability Verification:**

All Linkages participants must be diagnosed as having a serious mental illness as defined by the State of New Mexico. Attach appropriate documentation such as a letter from a medical doctor, licensed social worker, psychiatrist/psychologist, State service agency confirming serious mental illness.

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**Section C: Native Americans living off reservation**

Ten percent of the Linkages program units are set aside for Native Americans living off reservation who have a serious mental illness. To meet this category, an individual would need to provide a verification of their tribal status with a Certificate of Degree of Indian Blood and also verification from the tribe to verify tribal status and verify that they do not live on the reservation. Verbal verification is acceptable to accept an individual into the program; written verification should be secured for participant files.

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**Section D: Extremely Low Income**

The Housing Administrator will conduct an income certification and provide written verification of the participant's extremely low income status.

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Name of staff confirming eligibility

__________________________________________ Date: ___________

Agency
This chapter seeks to outline the roles and responsibilities of the various participating agencies regarding the *Linkages* program to ensure that all program elements are initiated and implemented as required by the Collaborative.

The key players in the *Linkages* program are the Housing Administrators, the Statewide Entity/Services Administrator (Value Options), and the Support Services Agencies. The roles and responsibilities of each are outlined below.

### Region Specific Information to be included here:

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<td>Support Services Agency Contact Person</td>
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<td>Value Options Regional Office</td>
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<td>VO Regional Office Contact Person</td>
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### Housing Administrator

The general role of the Housing Administrator is to ensure that housing units meet housing quality standards and rent limits, landlords receive payment for the unit and tenants are appropriately charged for their share of the unit. The Housing Administrator could be a local Public Housing Authority or a non-profit housing developer/manager.

**The general tasks of the Housing Administrator include:**

1) Overall administration of the rental assistance components of the *Linkages* as outlined below and in this administrative plan;

2) Assist VO and HAS to provide outreach to appropriate community organizations including agencies working with mental health consumers to alert them to the availability of resources;

3) Provide outreach to potential clients of the Housing Administrator’s existing waiting list(s) to notify them of the availability of this new housing resource and how to apply if they feel they are eligible;

4) Establish procedures for the fair selection of recipients;

5) Establish and maintain relations with local landlords, public housing authorities, and property managers; and

6) Maintain a separate waiting list for the *Linkages* program in its region.
Specific responsibilities of the Housing Administrator:

1) The Housing Administrator receives a Certification of Eligibility and a completed housing application from the Support Services Agency, verifies income and eligibility requirements, and approves or denies the application.
   (a) If approved, Housing Administrator sends a letter to the applicant, informing the applicant that he/she has 60 days in which to initiate subsidy (See Sample Letter, Appendix 2). Copy of letter sent to Support Services Agency.
   (b) If denied, Housing Administrator sends a letter to the applicant, stating the reason for denial and informing the applicant of the Subsidy Appeals Procedure. (See Sample Letter, Appendix 3). Copy of letter sent to Support Services Agency.

2) Housing Administrator creates and maintains a Linkages waiting list of eligible applicants.

3) If applicable, Housing Administrator receives written extension request from Support Services Agency or client and may grant up to one 30-day extension. In extenuating circumstances (e.g., hospitalization or other treatment programs), supported by third party verification, a second 30-day extension may be granted. No applicant may be given more than 120 days to find suitable housing. Applicants who have not initiated subsidy within 120 days of program acceptance must reapply. (See Chapter 5 Extensions)

4) Housing Administrator completes initial Housing Quality Standards (HQS) inspections on units located by recipients (See Chapter 9, “Housing Quality Standards”), informs the landlord and/or property manager of any deficiencies and/or needed repairs, and establishes a timeline for completion of repairs and/or deficiencies. (See Sample Letter, Appendix 4)

5) Housing Administrator negotiates unit price that meets HUD’s ‘rent reasonableness’ test with landlord and/or property manager, if applicable. (See Chapter 8)

6) Housing Administrator conducts initial income certification with recipient. (See Appendix 5)
   (a) Rental Calculation Form completed (Chapter 7) and;
   (b) Release of Information Forms signed. A standard HIPAA compliant release will be acceptable. If unavailable, please use the sample release. (See Sample Release, Appendix 6) and;
   (c) Tenant Responsibility Form signed and attachments distributed (See Chapter 11, “Tenant Responsibility Agreement”) and;
   (d) Household Composition/Fraud Statement (See Chapter 6 Household Definition and Unit Size) and;
   (e) Housing Quality Standard form completed and signed (See Chapter 9 Housing Quality Standards); and
   (f) Income Verification form(s)

7) Housing Administrator executes Housing Assistance Payments (HAP) Contract with the landlord/property manager. (See Chapter 12, Housing Assistance Payments Contract)

8) It is required that all Linkages program participants enter into an initial Lease or Rental Agreement with their landlord of a term of at least 6 months. This agreement is automatically renewable upon expiration, except on prior notice by either the tenant or landlord. (See Chapter 13 Occupancy)
Chapter Three

Roles and Responsibilities/Methods of Operation

9) Housing Administrator prepares the Monthly Request Form to request funds from MFA. (See Chapter 15 Monthly Request Form). Funds to be requested include monthly rent payment, security deposits on newly rented units, and utility deposits on newly rented units.

10) Housing Administrator disburses monthly HAP to landlords/property managers in accordance with HAP Contracts.

11) Housing Administrator completes interim certifications with recipients, as necessary. (See Chapter 16, “Annual and Interim Re-Certifications”)

12) Housing Administrator completes annual re-certification:
   (a) Rental Calculation Form completed (See Appendix 5) and;
   (b) Release of Information Forms signed a standard HIPAA compliant release will be acceptable. If unavailable, please use the sample release. (See Sample Release, Appendix 6) and;
   (c) Tenant Responsibility Form signed (See Chapter 11, “Tenant Responsibility Agreement”) and;
   (d) Household Composition/Fraud Statement (See Chapter 6 “Household Definition and Unit Size”) and;
   (e) Support Services Survey and;
   (f) Housing Quality Standard form completed and signed; and
   (g) Income Verification form(s).

13) Housing Administrator processes move-out inspections, as applicable. (See Chapter 9, “Housing Quality Standards”)

14) Housing Administrator processes Termination of Subsidy Forms, as applicable. (See Chapter 17 “Subsidy Termination” and Appendix 7 Sample Termination Notice and Housing Subsidy Appeals Procedure)

15) Housing Administrator assures that staff members receive HQS and other HUD certified relevant training.

16) Housing Administrator establishes and maintains relations with local landlords, property managers, General Assistance Offices, Support Services Agencies and the Statewide Entity (Value Options).

17) Housing Administrator maintains complete files on all recipients. Denied or closed files must be retained for the greater of 5 years or the time frame put forth in the Housing Administrator agency file destruction policy. If any litigation, claim, or audit is started before the expiration period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

18) Housing Administrator utilizes Linkages application form and data as an official application for other housing programs administered by the Housing Administrator and automatically screens candidate for those programs.
Statewide Entity

The Statewide Entity’s serves in the role of the service administrator to ensure the provision of quality; appropriate, individualized, community-based supportive services for consumers of the Linkages program.

The general tasks of the Statewide Entity include:

1) Provide outreach to community organizations including organizations working with mental health consumers and the Local Collaborative to alert them to the availability of resources;
2) Provide oversight to the Support Services Agency on prescreening process including tenant initial application, tenant screening, and initial determination of eligibility;
3) Coordinate the provision of services with Support Services Agency and other local service providers to ensure tenant receives quality, appropriate, community-based services;
4) Ensure the Support Services Agency provides each consumer receives assistance in locating, securing, and establishing safe and decent housing;
5) Ensure each consumer receives one or more home visits monthly by the Support Services Agency to identify early problems regarding tenancy;
6) Ensure the Support Services Agency has developed an up to date crisis plan with each consumer including correct contact information for emergencies;
7) Ensure services aimed at maintaining tenants in their housing in the community are available; and
8) Ensure the Support Services Agency provides move-in and eviction prevention assistance including direct financial support for these purposes to the extent funds are available.

Specific responsibilities of the Statewide Entity:

1) Monitor the Support Services Agency performance through planning, initial occupancy and ongoing operations.
2) Evaluate program to assess services provided to consumers including percentage of time or specific services that are reimbursable through other funding sources.
3) Co-facilitate meetings with the MFA between the Housing Administrator and the Support Services Agency as needed to avoid or resolve problems. This includes working with the Housing Administrator and the Support Services Agency to resolve disputes regarding Linkages program rules.
4) Facilitate meetings between Support Services Agency and other service providers as needed to avoid or resolve problems.
5) Facilitate training of Support Services Agency.
6) Expend resources as approved and provided by the collaborative for use in this pilot to support the Support Services Agencies.
Chapter Three

Roles and Responsibilities/Methods of Operation

7) Work with MFA to develop process and respond and resolve consumer appeals or grievances regarding denial of program eligibility.

8) Ensure that the Support Services Agency works with each consumer to assure housing support is included in the tenant’s services/treatment plan and connects consumers to appropriate community Service Providers.

9) Ensure the Support Services Agency recruits landlords with assistance from the Housing Administrator to participate in the Linkages Program. This participation requires the landlords meet HQS standards and are willing to become part of the local Housing Authority Section 8 program if they are not already participating in this program.

Support Services Agency

The general role of the Support Services Agency is to provide Linkages consumers with assistance to obtain and maintain their housing.

Each designated Support Services Agency will work with potential consumers to complete the Linkages application including the Initial Application and the Housing Application; assist the consumer to obtain all required documentation, and provide support and guidance to the consumer through the screening process. The Support Services Agency will also work with each eligible consumer to identify appropriate housing units, obtain needed supplies and furniture, and to move into the unit.

The Support Services Agency will be responsible for completing a basic housing support checklist each month (see Appendix 8) that identifies any problems with the safety or condition of the unit and resolution of any problem, a confirmation that rent was paid in a timely manner and that the tenant is meeting his or her basic rental obligations.

The Support Services Agency will make certain each tenant applies for a Section 8 Housing Choice Voucher after they have been made eligible for Linkages and that when a voucher becomes available the tenant transfers to that Section 8 voucher.

Specific responsibilities of the Support Services Agency include:

1) The SSA receives or assists a consumer to complete an initial Application for the Linkages program. The HSA can refer a consumer to the Support Services Agency for assistance completing applications and obtaining necessary documentation.

2) The SSA determines eligibility for the program based on the Linkages program criteria regarding: serious mental illness and housing need and appropriateness for the program.

3) The SSA works with the consumer or Housing Services Agency to ensure that all applicable information is received and documented including: client disability; client income; etc.

4) Approve initial eligibility and complete a Certificate of Eligibility.

5) When rental subsidies are available; forward Certificate of Eligibility, Housing Application Information, and other related documents to the Housing Administrator for Step Two processing. Keep consumer and the Support Services Agency informed of status.
Chapter Three

Roles and Responsibilities/Methods of Operation

6) When consumer approved by the Housing Administrator, assist or ensure each consumer receives assistance from the Support Services Agency to locate (housing search for eligible units), secure (negotiating lease) and move into an eligible unit (obtaining furnishings, physical move into unit; orientation to unit, neighborhood). Although the Support Services Agency will have the direct responsibility to work with the consumer on these activities, the Statewide Entity must oversee and ensure such activities are provided.

7) Review Tenant Responsibility Document with consumer and Housing Administrator and secure consumer signature.

8) Review Program Participation Agreement with consumer and Support Services Agency and secure consumer signature.

9) The SSA will turn all approved tenant applications into a Linkages Program Participant File that includes the applications, related documentation, Program Participation Agreement, and Tenant Responsibility Document. Ensure that all required forms are complete and signed.

10) Work with Housing Administrator to resolve disputes regarding participant eligibility or ongoing participation in program.

11) Complete initial Support Services training and be a part of the Value Options housing support training network;

12) Identify staff who will serve as liaison to landlords;

13) Assure designated staff conduct at least one monthly home visit and completes a monthly housing support checklist; (See Appendix 8 for checklist)

14) Adhere to basic requirements listed below; and provide Pre-Tenancy Support, Move-In Assistance and Post-Tenancy Support as described in Chapter 19.

15) Assist consumer to complete all required applications and assist consumer to obtain necessary documentation.

16) Assist consumer to attend all necessary meetings with SSA or Housing Administrator as required to process application.

17) Assist consumer to request any Reasonable Accommodation from either the HSA, Housing Administrator or landlords.

18) Assist consumer to locate appropriate housing.

19) Assist consumer to request, as needed, a 30 day extension, to locate a housing unit (see Chapter 5).

20) Assist consumer to obtain needed housing supplies, furniture and other materials to move safely into housing unit.

21) Provide move-in orientation to consumer regarding rights and responsibilities of tenancy, neighborhood features and amenities, transportation options, etc.

22) Assist the consumers to apply for a Section 8 Housing Choice Voucher and other available permeable housing subsidies/programs.

23) Other services outlined in Chapter 18.
The purpose of the Linkages Application is to collect relevant applicant information necessary to assist in determining eligibility and selecting participants. As such, the Linkages will implement a two-step application process.

**Step One: Application Process**

The Support Services Agency obtains a completed application (see Appendix 10) from applicants that includes information on mental health disability, other service needs, income, housing history, criminal records and other core information to assist in determining initial eligibility and qualification for the program.

The Support Services Agency will interview each eligible applicant. The interview will take place at the offices of the Support Services Agency or other convenient location (e.g., other service provider, emergency shelter, etc.). If the applicant is unable to come to the office (e.g., they are hospitalized), the Support Services Agency will go to the applicant to conduct the interview.

The Support Services Agency staff will use the Linkages interview form (see Appendix 9) to guide the interview. The program will ask the applicant if they are currently and illegally using a controlled substance and if they have been convicted of the illegal manufacture or distribution of drugs. The Support Services Agency will also ask the applicant about their criminal history and any convictions or pending cases in this state or any other. The Support Services Agency will explain that most convictions are not grounds for disqualification but some are.

The applicant will be provided with an opportunity to ask questions about the Linkages program. Applicants are encouraged to bring family members, friends, case managers or other individuals for support during the interview.

The Support Services Agency will review program requirements with the applicant. In addition to being eligible for the program, applicants must also be qualified. A qualified applicant is someone whose criminal record does not deem them unqualified. In addition, a qualified applicant must agreement to sign the Tenant Responsibility Form (appendix 11), the Program Participant Agreement (Appendix 12), and agree to at least one monthly in-home visit by the Support Services Agency.

The Linkages Program understands that eligible applicants are likely to have difficult tenancy histories and therefore would not qualify for housing using traditional criteria such as nonpayment of rent or poor tenancy behavior. Linkages will generally not disqualify applicants who have such histories. However, applicants will be disqualified for certain behaviors including but not limited to:

- Conviction for sexual assault or molestation;
- Conviction of a violent crime within the past five years;
- Conviction for assault and battery with a dangerous weapon;
- Conviction for distribution or trafficking of illegal drugs; or
- Other history that indicates there is a likelihood of physical violence to staff or other participants.
Chapter Four

Application Process

The Support Services Agency reviews the application information and interview information and determines initial program eligibility.

For consumers determined eligible in Step One, the Support Services Agency will forward the related Step 2 Housing Application (see Appendix 13) to the Housing Administrator for Step 2 screening with a certification of eligibility forwarded with the application.

For consumers determined not eligible, the Support Services Agency will send a letter to the consumer with a copy to the Statewide Entity’s Housing Specialist in the Department of Recovery and Resiliency stating why the consumer was determined ineligible. The letter (see Sample, Appendix 3) will provide the consumer with the name, address of the representative for follow-up, grievance or appeal.

Name: Michael Huber
Agency: Value Options
Address: 2440 Louisiana Blvd NE
Albuquerque, New Mexico 87110

Step 2: Housing Application Processing Procedures

The Housing Administrator receives the completed Housing Application and Certificate of Eligibility from the Support Services Agency and reviews the submitted materials and performs the following:

- The Housing Administrator conducts Tenant Income Certification and calculates tenant payment of rent and determines eligibility for program based on income.
- Housing Administrator and Support Services Agency review Tenant Responsibility Form (Appendix 11) and Program Participant Agreement (Appendix 12) with prospective tenant (and Support Services Agency or other service provider if possible) and gets form signed.
- Housing Administrator and Support Services Agency works with Tenant and Service Provider to review apartment options, allowable rent levels, etc.
- Housing Administrator approves application and provides Tenant with authorization to locate housing unit/assignment of rental subsidy.
- Housing Administrator notifies SA and Support Services Agency of approval and provides authorization with program time limits to locate available unit.
- Support Services Agency notifies applicant of approval and authorizes applicant to work with Support Services Agency on housing search, to finalize program documents, and to move into unit.

General Application Guidelines

All Applications must be complete, containing verifications that are no older than 90 days. Applications that are accepted must be filed at the Support Services Agency’s office and the Housing Application sections also filed at the housing office of the Housing Administrator, separate from any clinical record(s); Applications that are denied should be retained and filed together by the Support Services Agency and Housing Administrator.

Applicants that are approved and authorized to locate housing work with the Support Services Agency on housing search and other steps outlined in Chapter 18.
Step One and Step Two Application forms are included in Appendices 10 and 13, as well as the Forms Section of this Policies and Procedures Manual.
This herein certifies that ______________________(name)
has met eligibility criteria for the Linkages program regarding target population.

This Certificate herein authorizes the Housing Administrator to initiate Step Two: Application Processing as outlined in the Linkages Program Manual.

Signed: _______________________________
Dated: _______________________________
The goal of *Linkages* is to provide permanent supportive housing to consumers with serious mental illness who are homeless. *Linkages* resources are limited and it is the goal of the program to maximize utilization while recognizing the unique challenges consumers may face in locating and securing appropriate housing units. As such, time limits are incorporated into *Linkages* rules that limit the amount of time between when consumers are approved for a subsidy and begin utilizing that subsidy. This chapter addresses the applicant/program participants’ timeframes to utilize an awarded rental subsidy and available extensions to this policy.

The applicant has 60 days from the time of assignment to use a rental subsidy. If the rental subsidy is not utilized the applicant or the Support Services Agency may request one 30-day extensions. Extensions must be submitted in writing to the Housing Administrator. Extensions will be granted to applicants when it is shown that housing is actively being sought or for other good cause (i.e., hospitalization, family emergencies, etc). If an extension is not requested or approved, then the rental subsidy will be re-assigned. In extenuating circumstances, a second 30-day extension can be requested in writing (extreme situations) and reviewed by the Housing Administrator for approval. No applicant will receive more than 120 days maximum to locate a housing unit.

Current tenants moving between units will have 30 days to find a new unit. If the slot is not utilized the applicant or their service provider(s) may request up to three 30-day extensions.
Chapter Six: Household Definition and Unit Size

All households served by the Linkages program must meet program eligibility requirements as outlined in Chapter Two. This chapter provides the Housing Administrator with guidance on how to define households, unit size requirements, and other related criteria.

I. Household Definition

For the purposes of the Linkages program, a household is one or more persons occupying a housing unit. Family means all persons living in the same household who are related by birth, marriage or adoptions.

In calculating annual household income, income from each member of the household is to be considered based on existing HUD guidelines (see Appendix 14).

II. Household Composition

Upon application and entry into the program, all persons expected to reside in the household must be identified. At any time, changes in household composition must be reported to the Housing Administrator within 10 days of such change. At this point, Housing Administrator will work with the household to determine whether Linkages can continue to meet their housing needs.

III. Live-in Aide

A live-in aide is a person who resides with an elderly, handicapped or disabled person who:

- Is determined essential to the care and well-being of the person; and
- Is not obligated for the financial support of the person; and
- Would not be living in the unit except to provide the necessary supportive services

The household must provide a licensed professional’s certificate that the live-in aide is essential to the care or well-being of the tenant.

A relative may be a live-in aide but must meet all of the requirements listed above.

A live-in aide qualifies for occupancy only so long as the individual needs support services and may not qualify for continued occupancy as a remaining household member.

The income of a live-in aide is not counted as a part of the household income.
Chapter Six

Household Definition and Unit Size

IV. Unit Size

The following factors will be considered in determining the unit size:

- Number of persons
- Relationship of persons
- Gender and age of persons
- Need to avoid overcrowding, maximize the use of space, and minimize the subsidy costs
- Generally, no more than two persons are required to occupy a bedroom.

Roommates/Relationships

The *Linkages* program generally does not allow for roommates.

However, the *Linkages* program recognizes that this is a permanent housing project and that over time, participants may enter into relationships, marry or reunite with a partner. The Project will allow a participant to request that an individual move in with them when the individual meets the following criteria:

- Individual plans to live in the unit as their primary residence;
- The individual’s income and resources are available to meet the household’s needs; and
- The two individuals are related either by marriage or operation of law or have otherwise evidence of a stable inter-dependent relationship.

When this is the case, the participant must notify the Support Services Agency, in writing, that an individual meeting the above definition will be moving in with them. The individual does not need to be eligible for the program and is not a program participant. However, Support Services Agency will work to screen the potential occupant in the same manner as the original participant including conducting a criminal record check and landlord references. The individual in question may not move into the unit until such screening is complete and the move has the approval of the HAS & HA; such approval will not be unreasonable withheld.

In addition the Support Services Agency will work with the program participant to obtain landlord approval if required by the lease/occupancy agreement. Any prospective occupant 18 years of age or older must agree to sign a Tenant Responsibility Form. The Housing Administrator will calculate the participant’s new rent based on the combined income of both occupants.
All *Linkages* participants will be required to pay a portion of their income toward rent. For those consumers with zero income, no tenant payment is required. To determine the tenant portion of the rent, the Housing Administrator will conduct an initial income certification. The *Linkages* program uses the same method for calculating household income as the Section 8 Housing Choice Voucher Program as laid out in a regulation 24 CFR Part 5. The regulation is provided in Appendix 14.

**Determination of Total Tenant Payment**

The Housing Administrator will calculate the tenant’s share of the rent or the Total Tenant Payment. Consistent with 24 CFR Part 5, the participant’s monthly rent will be the higher of: 30 percent of the occupant’s monthly adjusted income, or 10 percent of the occupant’s monthly gross income, whichever is greater. The 10 percent of gross income rule is applicable only when the occupant has an excessive amount of deductions (i.e., in the range of 50 percent of their income); therefore, a participant’s rent share will generally be 30 percent of their income.

Monthly adjusted income is the occupant’s annual income less all applicable HUD allowances depending on the age of the individual and medical expenses. Participant income will be calculated in accordance with HUD regulations, using the HUD prescribed form (see appendices).

In addition to verification of income, the Housing Coordinator will require documentation in order to allow adjustments to gross income including documenting medical expenses with bills, canceled checks and/or receipts.

The participant will be notified of their rent share during the orientation and during any annual or interim review.

**Rent Payment**

Payment of rent is one of the most fundamental components of the *Linkages* program. Participants will be required to pay their share of the rent directly to the landlord as outlined in their lease/occupancy agreement. The lease/occupancy agreement will outline when rent must be paid, what form of payment is acceptable (e.g., check, money order). Support Services Agency staff are responsible to work with tenants to ensure that rent is paid according to the lease/occupancy agreement.

**Verification of Tenant Income**

All *Linkages* applicants and program participants are required to verify their income at the time of application and at least annually thereafter. Whenever possible, written third-party verification of income will be used. Oral third-party verification may be used but should be followed by written third-party verification when possible. Self-declaration should only be used if there is no other way to verify the information. The applicant will sign a release form at the time of application and at the time of annual review giving the *Linkages* program authorization to collect all relevant income information.
If third-party verification is not possible, some acceptable alternative methods of income verification including:

- Consecutive pay stubs;
- Notarized self-statement, followed up by oral verification when possible; and
- Other records as are reasonable to be used at the discretion of the Housing Coordinator.

Use of verification other than third-party should be accompanied by written explanation in the participant’s record.

Verifications are valid for 90 days from the date of the verification. For interim re-certifications, only those factors that have changed must be re-verified.

Social Security benefits should always be verified even if the tenant is claiming zero income.

Sample Release forms for Verification of Income included in the appendices.

The Part 5 definition of annual income is the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period. Each of the italicized phrases in this definition is key to understanding the requirements for calculating annual income:

- **Gross amount.** For those types of income counted, gross amounts (before any deductions have been taken) are used;

- **Income of all adult household members.** The Part 5 definition of annual income contains income “inclusions” – types of income to be counted – and “exclusions” – types of income that are not considered (for example, income of minors); and

- **Anticipated to be received.** The Part 5 annual income is used to determine eligibility and the amount of Federal assistance a family can receive. The property or program manager must, therefore, use a household’s expected ability to pay, rather than past earnings, when estimating housing assistance needs.
Chapter Seven
Income and Asset Information/Rent Calculations

Anticipated Income

Part 5 regulations require that the Housing Administrator project a household's annual income. In order to accomplish this, a "snapshot" of the household's current circumstances can be used to project future income.

Housing Administrators can then assume that a household's current circumstances will continue for the next 12 months, unless there is verifiable evidence to the contrary.

For example, if a head of household is currently working for $7.00 per hour, 40 hours per week, the Housing Administrator should assume that this person would continue to do so for the next year. Thus, estimated earnings for this person would be $7.00 per hour multiplied by 2,080 hours, or $14,560 per year.

As a general rule, this method should be used even when it is not clear that the type of income currently received will continue in the coming year.

For example, assume a household member has been receiving unemployment benefits of $100 per month for 16 weeks at the time the manager is determining their income. It is unlikely that the person will continue on unemployment for another 52 weeks. However, because it is not known whether or when the person will find employment, the manager should use the current circumstances to anticipate annual (gross) income. Income for this person would therefore be $100 per week x 52 weeks, or $5,200.

Whose Income to Count

Knowing whose income to count is as important as knowing which income to count. Under the Part 5 definition of annual income, special consideration is given to income earned by the following groups of people:

- **Minors.** Earned income of minors, including foster children (age 18 and under) is not counted. However, unearned income attributable to a minor (e.g., child support, TANF payments and other benefits paid on behalf of a minor) is included.
- **Live-in aides.** If a household includes a paid live-in aide (whether paid by the family or a social service program), the income of the live-in aide, regardless of the source, is not counted. Except under unusual circumstances, a related person does not qualify as a live-in aide.
- **Persons with Disabilities.** Exclude from annual income certain increases in the income of a disabled member. These exclusions from annual income are of limited duration. The full amount of increase to a qualified family’s annual income is excluded for the cumulative 12-month period beginning on the date the disabled family member is first employed or the family first experiences an increase in annual income attributable to the employment. During the second cumulative 12-month period, the property or program manager is required to exclude from annual income 50 percent of any increase in income. The disallowance of increased income of an individual family member who is a person with disabilities is limited to a lifetime 48-month period. This is also called the “earned income disregard”.

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Chapter Seven

Income and Asset Information/Rent Calculations

- **Temporarily absent family members.** The income of temporarily absent family members is counted in the Part 5 definition of annual income – regardless of the amount the absent member contributes to the household. For example, a construction worker employed at a temporary job on the other side of the state earns $600 per week. He keeps $200 per week for expenses and sends $400 per week home to his family. The entire amount ($600 per week) is counted in the family’s income;

- **Adult students living away from home.** If the adult student is counted as a member of the household in determining the household size, the first $480 of the student’s income must be counted in the family’s income. Note, however, that the $480 limit does not apply to a student who is the head of household or spouse (their full income must be counted); and

- **Permanently absent family members.** If a family member is permanently absent from the household (e.g., a spouse who is in a nursing home), the head of household has the choice of either counting that person as a member of the household, and including income attributable to that person as household income, or specifying that the person is no longer a member of the household.

**Types of Income to Count**

At its most basic level, the Part 5 definition of annual income is made up of the types of household income that are:

- Included in the definition of (“inclusions”)
- Excluded from the definition (“exclusions”)

Charts D and E (see Appendix 15) provide a comprehensive list of income that is included and excluded from calculations of annual income under Part 5. This list comes directly from the Federal regulations at 24 CFR 5.609. HUD updates this list when changes are made by Congress. Program administrators generally are expected to implement changes within 60 days of publication in the Federal Register. Search the Federal Register for changes to the Part 5 definition of annual income.

**Assets**

In general terms, an asset is a cash or non-cash item that can be converted to cash. Chart F (Appendix 15) summarizes items that are and are not to be considered assets. (Note: it is the income earned – e.g., interest on a savings accounts, not the value of the asset that is counted in annual income.)


**Passbook Savings Rate**

Currently, each HUD Field Office established the passbook savings rate to be used by PHAs within its jurisdiction. A Field Office determines the rate based on the average interest rate received on a passbook savings accounts at several banks in the local area (24 CFR 5.609)

The current passbook savings rate used by both the HUD Public Housing Occupancy Guidebook and the Office of Housing’s newly revised Multi-Family Handbook is 2 percent.

**Actual Income from Assets**

Assets can generate income, and for the purpose of determining an applicant’s income, the actual income generated by the asset (e.g., interest on a savings or checking account) is what counts, not the value of the asset. The income is counted, even if the household elects not to receive it. For example, if an applicant elects to reinvest the interest or dividends from an asset, it is still counted as income.

As with other types of income, the income included in annual income calculation is the income that is anticipated to be received from the asset during the coming 12 months. Several methods may be used to approximate the anticipated income from the asset. For example, to obtain the anticipated interest on a savings account, the current account balance can be multiplied by the current interest rate applicable to the account. Alternatively, if the value of the account is not anticipated to change in the near future and the interest rate has been stable, a copy of the IRS 1099 form showing past interest earned can be used.

Many managers are surprised to learn that checking account balances (as well as savings account balances) are considered an asset. This rule is not intended to count monthly income as an asset, but rather, is recognition that some households keep assets in their checking accounts. To avoid counting monthly income as an asset, managers should use the average monthly balance over a six-month period as the cash value of the checking account.

**Expenses**

**Dependent allowance**

$480 is allowed for each household member for each household member who is 17 years or younger, disabled, or is a full-time student. The head spouse, foster child or adult live-in attendant, unborn child or child that has not joined the family are never counted as dependents.

A full-time student is defined as an individual carrying a full-time course load and is enrolled in a certificate or degree program at an institution.

**Child Care Expenses**

Anticipated expenses for care of children 12 and younger may be deducted if:

1) Care is necessary to allow a family member to go to work or school,
2) No adult household member capable of providing care is available,
3) Expenses are not paid to a family member living in the unit,
4) The expense is not reimbursed by an agency or individual outside the household, and
5) Amount deducted reflects reasonable child care expenses and does not exceed the amount earned by a working family member.

Child care attributable to the work of a full-time student (except for the head spouses and co-head) is limited to $480 since the employment income of full-time students in excess of $480 is not counted in the annual income.

Child support payments to guardians or estranged partners or child care payments on behalf of a minor who is not living in the applicant household cannot be deducted.

**Medical Expenses**

S+C participants are eligible for a medical expense deduction due to their disabled status. The medical expenses of all family members are counted.

Medical expenses include all expenses anticipated to be incurred during the 12 months following certification/re-certification, which are not covered by an outside source, such as insurance.

They may include:
- Services or doctors and health care professionals
- Services of healthcare facilities
- Medical insurance premiums or cost of an HMO
- Prescription or non-prescription medicines
- Transportation to treatment
- Dental expenses
- Eyeglasses, contact lenses, hearing aids and batteries
- Live-in or periodic medical assistance such as nursing services, assisted animal and its upkeep
- Monthly payment on accumulated medical bills
- Medical care or a permanently institutionalized family member only if his or her income is included in the annual income
- Long-term care insurance premiums

Anticipated medical expenses may be based on the medical expenses the family paid in the 12 months preceding the certification less any one time non-recurring expenses.

The allowable medical expense deduction is that portion of the total medical expenses in excess of 3 percent of the total gross annual income.

**Disability Allowances**

**Allowance for Disabled Household Member**

Owners may deduct anticipated cost for attendant care and/or auxiliary apparatus for disabled family members that exceed 3 percent of annual income if such expenses:
Chapter Seven

Income and Asset Information/Rent Calculations

1) Enable one or more family members to work
2) Are not reimbursed by an agency or individual outside the household
3) Are not paid to a family member living in the unit and
4) Do not exceed the earned income of the household member enabled to work.

Attendant care includes: homecare, housekeeping and errand services, interpreter service, etc
Auxiliary apparatus includes: wheelchairs, ramps, adaptation to vehicles, special equipment, etc if directly related to allowing the disabled person or other family member to work.

**Assets Do Not Include**

1) Personal property not held as an investment.
2) Assets that are a part of an active business or farming operation. Note: Rental properties are considered personal assets held as an investment rather than business assets unless real estate is the tenants’ main occupation.
3) Assets a tenant legally owns but are not accessible by the tenant (e.g., a battered spouse owns a home with her husband, but because of the domestic situation, she receives no income from the asset and cannot convert it to cash).
4) Assets that are not effectively owned by the applicant (i.e., when asset is held in tenant name); however,
   a) Asset and income from the asset accrue to someone else; and
   b) That other person is responsible from paying taxes on the income;
   c) Not to be confused with joint ownership.
5) Value of life insurance policies.

The Income Calculation Form found in Appendix 5 can be used and retained in Participant files with back up documentation.
A key component of the Linkages program is renting housing units from private landlords in the community. Linkages must assure that the rents charged by these private landlords are comparable to other rents in the community and do not exceed reasonable market standards for quality, affordable housing. This chapter outlines how the Housing Administrator will ensure that unit rents meet program requirements.

**Unit Rent Amount**

Linkages involves renting housing units from landlords in the private housing market. Program regulations restrict how much rent a private landlord can charge for rent if they want to participate in Linkages.

Essentially there are two guidelines that must be followed in order to approve the rent a landlord wants to charge for a particular housing unit.

**Guideline 1: Rent Reasonableness**

The Housing Administrator must ensure that rents are reasonable in relation to comparable units. Comparability should consider location, size, type, quality, amenities, facilities, and management services. If the owner has both assisted and unassisted units, assisted rents may not exceed the unassisted rents. Specifically, program operators must determine whether the rent being charged for an assisted unit is both:

- Reasonable in relation to rents being charged for comparable unassisted units with similar features and amenities; and
- Not more than rents currently being charged by the same owner for comparable unassisted units.

In order to determine comparability, the Housing Administrator will conduct a rent reasonable review for the units to be funded by Linkages. This review would look at units or buildings with similar features and characteristics in the same neighborhood as the subject unit and obtain information on what rents are being charged for those comparable units.
Chapter Eight

Rent Amount/Utility Allowance/Security Deposit

Sample Rent Reasonableness Review

A Linkages participant wants to rent a 0-bedroom unit in the Shady Hill neighborhood of the town that is located in a building with four other units, laundry facilities, and the unit has an eat-in kitchen. The Housing Administrator will need to try to identify similar units in the Shady Hill neighborhood and determine what rent is being charged for those units.

Below is an example of a completed rent reasonableness chart for the Shady Hill example.

<table>
<thead>
<tr>
<th>Unit #1</th>
<th>Unit #2</th>
<th>Unit #3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Address</strong></td>
<td>19 Jones Ave.</td>
<td>15 Center St.</td>
</tr>
<tr>
<td><strong>2. Square Feet</strong></td>
<td>550 SF</td>
<td>575 SF</td>
</tr>
<tr>
<td><strong>3. Number of BRs</strong></td>
<td>0 BR</td>
<td>0 BR</td>
</tr>
<tr>
<td><strong>4. Location: Accessibility to Services</strong></td>
<td>Shopping Park</td>
<td>Shopping</td>
</tr>
<tr>
<td><strong>5. Unit Type</strong></td>
<td>Studio</td>
<td>Studio</td>
</tr>
<tr>
<td><strong>6. Quality – Meets Standard</strong></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>7. Amenities (List)</strong></td>
<td>Air Conditioning</td>
<td>Cable TV Hookup</td>
</tr>
<tr>
<td><strong>8. Facilities (List)</strong></td>
<td>Laundry</td>
<td>Laundry</td>
</tr>
<tr>
<td><strong>9. Date Built</strong></td>
<td>1960</td>
<td>1956</td>
</tr>
<tr>
<td><strong>10. Mgmt. &amp; Maint. Services</strong></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>11. Gross Rent (including utilities)</strong></td>
<td>$410</td>
<td>$405</td>
</tr>
<tr>
<td><strong>12. Allowance for tenant supplied utilities</strong></td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td><strong>13. Fair Market Rents</strong></td>
<td>$413</td>
<td>$413</td>
</tr>
</tbody>
</table>

In this example, the reasonable rent for a 0-bedroom unit in this area would range from $400 to $410 per month.

The grantee or sponsor should keep documentation that demonstrates rent reasonableness. HUD has created a suggested rent reasonableness checklist form to document the review. (See Appendix 16 for the Rent Reasonableness Checklist.)

Guideline 2: Fair Market Rent

*Linkages* funding is based on the FMRs as established by HUD, which are updated annually. Annual FMRs can be obtained at [http://www.huduser.org/datasets/fmr/fmr2008p/FY2008P_FMR_SCHEDULEB.pdf](http://www.huduser.org/datasets/fmr/fmr2008p/FY2008P_FMR_SCHEDULEB.pdf).

Although projections are based on the FMRs, *Linkages* will allow rents (including utilities) of up to 110 percent of applicable Fair Market Rent (FMR) or the rent shown to be ‘reasonable’ for the area in which the apartment is located.

MFA expects the HA to be aggressive in negotiating the best rent. Securing the lowest possible rents will result in savings for the program and thus allow more people to be served by the Program.
Chapter Eight

Rent Amount/Utility Allowance/Security Deposit

When an HA determines a reasonable rent that exceeds 110 percent of FMR, the HA must seek a waiver from the MFA. MFA can authorize a waiver of the FMR limit (i.e., exceed 100 percent) when it is determined that local housing conditions and/or tenant housing needs would unduly delay or prevent the tenant from securing a unit. Rents exceeding FMR when approved via a HA waiver, must still meet rent reasonableness standards. When a waiver is approved, the HA must notify the SA as this will affect overall regional budget. To request a waiver the HA should submit a written request to:

Name: Richard Chavez  
Agency: The New Mexico Mortgage Finance Authority  
Address: 344 4th Street SW  
Albuquerque, New Mexico  87102  
Phone: (505) 767-2270

Utility Allowance

Housing Administrators are encouraged to work with landlords to include the utilities in the rental amount. If a landlord is willing to include the utilities in the rental amount, the Utility Allowance is $0. If, however, a landlord is not willing to do so, a Utility Allowance can be included in the rental calculations when determining Tenant Rent and Assistance Payment. Housing Administrators should use their standard Utility Allowances or the ones approved by the local housing agency.

Either the tenant or the HA may assume responsibility for the payment of the utility allowance to the respective utility company. It is the responsibility of the Housing Administrator to develop a written policy regarding this issue to ensure consistency with all program recipients under the Housing Administrator’s jurisdiction. Housing Administrators should work with each landlord and participant to ensure that the utility deposit required is the most cost effective that can be achieved. Program funds can be used to cover utility deposit payments.

Once a tenant has selected an apartment, and the apartment has passed a certified HQS inspection and is within the ‘Rent Reasonable’ range, the Rental Calculation Form must be completed.

Example:

- Round to the nearest whole dollar. For example at .49 cents and below round down to the nearest whole dollar, at .50 cents and above round up to the nearest whole dollar.
- Mary has selected an apartment that is $400/month.
- Electricity is not included.
- Given her household size, the jurisdictional Utility Allowance is $30 per month for electricity.
- The unit has an electric stove, giving an additional allowance of $10. The total Utility Allowance in this case is $40 ($30.00+$10.00).
- Her income is $550 per month.
- The Total Tenant Rent (30 percent of her adjusted income) is $153.00; therefore, her rent payment after the Utility Allowance is: $113 ($153.00-$40.00).
- The Rental/Housing Assistance Payment (HAP) is $287 ($400.00-$113.00).
Chapter Eight

Security Deposit

A landlord may charge a reasonable deposit from a tenant, which may be used to cover the cost of any damages caused to the premises by the tenant during the term of residency. (New Mexico Law §47-8-18). Under an annual lease or occupancy agreement, if the landlord receives a deposit from the tenant in an amount greater than one month’s rent, the landlord is required to pay the tenant annually interest equal to the passbook interest permitted to savings and loan associations in New Mexico on such deposit. §47-8-18(A)(1). Under the terms of a lease or occupancy agreement for less than one year, the owner cannot demand or receive a deposit that is more than the amount of one month’s rent. §47-8-18(A)(2).

When the lease or occupancy agreement calls for a security deposit and the tenant does not have the means to pay the security deposit, Linkages resources are available to pay the security deposit in whole or in part.

When a tenant vacates a housing unit, the landlord may apply the deposit toward the payment of rent owed to the landlord and the amount of damages that the owner has suffered through the tenant’s noncompliance with the rental agreement and/or obligations under the Uniform Owner-Resident Relations Act. The deposit should not be retained to cover normal wear and tear. §47-8-18(C). Normal wear and tear is deterioration that occurs based upon the use for which the rental unit is intended, without negligence, carelessness, accident, abuse or intentional damage of the premises. §47-8-3(J). Uncleanliness is not normal wear and tear. §47-8-3(J). The landlord must provide the tenant and Housing Administrator with an itemized written list of the deductions from the deposit and the balance of the deposit, if any, within thirty days of the date of termination of the rental agreement or the tenant’s departure, whichever is later. §47-8-18(C).

If the landlord fails to provide the tenant and Housing Administrator with such written statement and to refund the balance of the deposit within thirty days of termination, the landlord forfeits the right to withhold any portion of the deposit, forfeits the right to assert any counterclaim in any action brought by the tenant or Housing Administrator to recover the deposit, is liable for the tenant’s court costs and attorneys’ fees, and forfeits the right to assert an independent claim against the tenant for damage to the rental property. §47-8-18(D). A landlord who retains a deposit in bad faith is also liable for a $250.00 civil penalty, which is payable to the tenant. §47-8-18(E).
Chapter Nine: Housing Quality Standards

*Linkages* seeks to ensure that all program participants reside in units that provide for their health and safety. As such, *Linkages* has adopted the U.S. Department of Housing and Urban Development (HUD) Housing Quality Standards (HQS) health and safety regulations. All units receiving a *Linkages* rental subsidy must meet HQS standards. This chapter outlines how the Housing Administrator can determine whether units meet Housing Quality Standards.

**Initial**

The Housing Administrator must ensure that an inspection is conducted by an HQS trained inspector or co-signed by an HQS certified inspector prior to a tenant moving into a unit. Assistance will not be provided for units that fail to meet the HQS, unless the owner corrects any deficiencies within 30 days from the date of the Initial Occupancy Agreement, and the Housing Administrator verifies that all deficiencies have been corrected.

The HQS long form 52580-A must be utilized on initial inspections (Appendix 17).

**Annual**

Inspections must occur at least annually for all *Linkages* subsidized units.

The HQS short form 52580 can be utilized on subsequent annual inspections (Appendix 18). The short form should also be utilized for re-inspections resulting from referrals or requests made by persons including but not limited to: the program recipient, landlord, case workers, or other service and/or housing providers.

All inspections should be conducted with the landlord or management agent present. Inspections should be conducted three months prior to the Certification Date.

**Move-Out**

An HQS inspection must be conducted after a tenant moves out of a unit to determine the condition of the unit. This will aid an agreement with the landlord about what is considered damage or what is considered to be normal wear and tear. The tenant and Support Services Agency staff should be present at the inspection if possible. See Sample Move out form in Appendix 19.

HQS forms expire periodically as HUD does updates. If the form above is expired refer to the HUD website (www.hud.gov/forms) for the most recent form.
Chapter Ten: Lead Paint Requirements

The Linkages program may include families with young children who can be adversely affected by the exposure to lead paint. This chapter outlines the Housing Administrator’s responsibilities regarding lead paint.

**Lead Paint Policy**

**Inspections**

The Lead-Based Paint section of the HQS applies only to dwelling units occupied or to be occupied by families or households that have one or more children of less than 6 years of age, common areas servicing such dwelling units, and exterior painted surfaces associated with such dwelling units or common areas. Common areas servicing a dwelling unit include those areas through which residents pass to gain access to the unit and other areas frequented by resident children of less than 6 years of age, including on-site play areas and child care facilities. (24 CFR 35.1200)

All units as described above will be inspected for Lead-Based paint deterioration as defined in HQS form 52580-A. Procedures as written in section 1.9 of HQS form 52580-A will be followed for needed corrections.

Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

Please refer to 24 CFR 35.1200 and the “Interpretive Guidance, The HUD Regulation on Controlling Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally owned housing being sold (24 CFR Part 35)” if further information is needed.

**New Households**

If the dwelling unit occupied or to be occupied by families or households will have or expect to have one or more children of less than 6 years of age:

- Inform the head(s) of household about lead hazards often present in housing in the State of New Mexico.
- Provide the subsidy recipient with “Protect Your Family From Lead in Your Home?” in Appendix 20.
- Advise family to look for housing in buildings built after 1978 or housing that has been recently rehabilitated.
- Advise family to look for housing that is free from peeling, chipped paint not only inside the unit, but also in building common areas and outside where children will play.
- Pay particular attention when conducting initial and also annual HQS inspections in units that will be (or are) occupied by households with children ages six and under. HA staff performing the HQS inspection must evaluate not only the interior of the unit, but also the exterior and common areas of the building, especially areas where children may play.
Chapter Ten

Lead Paint Requirements

- Obtain copy of signed “Lead Disclosure Statement” from the Landlord to keep in the tenant file, both initially and at the annual re-certification.

HUD has an extensive website with the history and regulations surrounding lead based paint. Please see website below.

Welcome to the Office of Healthy Homes and Lead Hazard Control - HUD (http://www.hud.gov/offices/lead/)
Linkages is a permanent supportive housing program that seeks to provide participants with the rights and the responsibilities of tenancy. Since it is anticipated that many program participants will have either little or poor histories as tenants, the program will require each participant to sign a Tenant Responsibility Agreement as a way to ensure that the tenant has been informed of all his/her rights and responsibilities. The Support Services staff will work with the tenant to uphold their responsibilities as outlined in the document.

The Tenant Responsibility Agreement form must be completed during the initial certification and at the annual re-certification. The Tenant Responsibility Agreement form is attached and is also located in Appendix 11 section of this manual.

In addition, participants will be asked to sign a Program Participation Agreement outlining more specific expectations regarding rights and responsibilities of being in the program. This is included in Appendix 12.
Linkages
TENANT RESPONSIBILITY AGREEMENT

TENANT: ____________________________________________ HA: ____________________________________________
Support Services Agency: ____________________________________________________________

1. Rent Payments: Rent is due the 1st of each month. The Tenant’s rent is paid to ______________________.
   If the Tenant does not pay the rent to ______________________, the landlord/property manager will have the
   right to begin eviction by giving the Tenant a notices as specified in New Mexico Landlord Tenant Law.
   The Linkages Program will not pay the Tenant’s portion of the rent.

2. Disturbing the Peace: The Tenant agrees not to cause or allow on the premises any excessive nuisance, noise
   or other activity that disturbs the peace and quiet enjoyment of neighbors or other tenants in the building or
   violates any state law or local ordinance.

3. Certification: Tenant will report all current income for every member of the household, provide verification
   of all income, report the names of all individuals living in the unit, and notify ______________________
   (HA) of household income and/or household composition during initial certification and subsequent
   recertification. Tenant will comply with annual and/or interim re-certification procedures including but not
   limited to: verification of household composition and income and completing releases of information. If the
   tenant submits false information on any application, certification or re-certification and/or does not report
   changes in household income or size, the tenant may be subject to legal action, collection activity, and/or
   immediate termination from the Linkages program. Intentionally submitting false or incomplete
   information may be punishable by up to 10 years imprisonment.

4. Visitor/Household Member: Linkages considers any individual(s) who stays in the unit for fourteen (14)
   days or more per month to be a member of the household. Any failure to report such individual(s) to
   ______________________ (HA) may result in legal action, collection activity, and/or immediate
   termination from the Linkages program.

5. Security Deposits: Linkages may pay the full security deposit on a unit. The Tenant will be responsible to
   pay for any damages that occur during their tenancy. If the Landlord does not return the Security Deposit
   paid by Linkages after tenant moves out, due to some fault of the Tenant (i.e., damages, breaking the lease,
   unpaid rent), then Linkages will not pay another Security Deposit for the Tenant for another apartment
   unless repayment is made on the initial Security Deposit. Transfers to another HA sponsored subsidy
   source and/or Section 8 requires repayment of Security Deposit and/or other charges, including but not
   limited to past due rent and damages.

6. Unit Concerns: If there is a problem or concern after the Tenant has moved into the unit, it is the Tenant’s
   responsibility to contact the landlord. If the Tenant is not successful in having the matter resolved to their
   satisfaction, then the Tenant should contact their HA Representative for assistance.

7. Moving: In accordance with the Lease or Rental Agreement, a tenant may move from the current unit to
   another unit only if a thirty-day (30 day) written notice has been submitted by the first day of the month
   previous to the move, to both the landlord and HA.

8. Continuing Assistance: If Tenant leaves an apartment and wants to continue to receive assistance from
   Linkages, the Tenant must keep the HA Representative informed of such plans. If the Tenant leaves an
   apartment and does not move into another apartment with Linkages assistance within 30 days, and does not
maintain contact with their LAA Representative, the tenant will be terminated from the S+C assistance. After that 30-day period, the tenant will need to reapply for S+C assistance, if reinstatement is desired.

9. Eviction: If a tenant is evicted from a Linkages subsidized unit, the tenant may be terminated from the Linkages.

10. Building Rules: Tenant agrees to follow the terms and conditions of the Lease or Rental Agreement between the Landlord and Tenant. Tenant also agrees to abide by all building rules and guidelines set by manager/owner of the building.

11. Debt Repayment: Tenants who owe any HA administered housing subsidy for back rent, damages, security, etc., may be considered for admission to any HA administered housing subsidy program providing that one of the following minimum criterion has been met:
   • 50 percent of account balance must be paid before move in and/or unit transfer. The remaining balance must be paid over a term not to exceed 12 months with a documented payment plan; or
   • Establishment of a Representative Payee and a documented payment plan not to exceed 12 months; or
   • Charges have been adjudicated through the Linkages Appeals or Grievance Process.
   Failure to meet at least one of the above criterions will result in program in-eligibility and termination of rental assistance.

12. Problem Solving Options: If a problem related to your Linkages subsidy exists you can seek to solve it in several different ways. You have the right to use the formal Linkages Appeals or Grievance process if you are dissatisfied.

13. Monthly in-home site visit: The tenant agrees to schedule and permit one in-home monthly site visit with a representative of the Support Services Agency. During this site visit the tenant will allow the Support Services Agency staff to complete a monthly checklist. Failure to allow a monthly site visit can result in termination of the Linkages subsidy.

I/WE, ________________________________________________ have read or have had the above information read to me and understand this Agreement. I understand that any violation of this Agreement may be cause for legal action, collection activity, and/or eviction, and/or immediate termination from the Linkages program.

_________________________________ ________________________________
Tenant                                  HA Representative

_________________________________ ________________________________
Date                                    Date

_________________________________ ________________________________
Support Services Agency Representative

_________________________________ ________________________________
Date
The program will utilize a form of the Housing Assistance Payments Contract (HAP contract) to issue payment for the rental assistance under the Linkages Program.

The described previously, the Linkages rental assistance is administered by the Housing Administrator (HA), which may include a Public Housing Authority or a non-profit housing organization. The HAP contract is an agreement between the HA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

2) Part B Body of contract
3) Part C Tenancy addendum

The Housing Administrators will use a prescribed HAP form provided by MFA. This HAP form is located in Appendix 21. Modification of the HAP contract is not permitted.
Linkages seeks to provide permanent supportive housing for eligible participants. Linkages resources are not being well utilized if units are subsidized in which the approved consumer is absent for long periods of time and not utilizing nor benefiting from the subsidized housing unit. The program recognizes there are times when it may be necessary for an individual to leave their current housing. At these times, the program will work toward a satisfactory resolution for both the tenant and the landlord in the hopes of keeping both the tenant and landlord engaged in the program. This Chapter defines vacancies and outlines when vacancies can be subsidized through the program.

**Occupancy Agreements**

Participants must execute an initial lease/occupancy agreement for a term of at least one-month, automatically renewable upon expiration, except on prior notice by either the tenant or the landlord.

**Vacancy Policy**

Participants will be required to provide their landlord, the Support Services Agency, and the Housing Administrator of their intention to leave a housing unit by providing a written 30-day notice. The notice must inform the Housing Administrator and Support Services Agency if the participant intends to remain in the Linkages program but find another unit or if the participant is leaving the Linkages program entirely.

If a participant in the program vacates a unit for more than 30 days for any reason without giving a 30-day written notice to both the HA and the landlord the assistance payment for the unit may continue for a maximum of 30-days from the end of the month in which the unit was vacated. If the tenant returns to their unit before the last day of the assistance payment the program will continue to provide the subsidy.

In cases where the tenant must leave the unit prior to giving a 30-day written notice, a mutual decision must be agreed upon by the landlord, tenant and Housing Administrator to allow the tenant to leave with less than a 30 day notice.
Temporary Vacancies

At times a participant may be vacant from a unit on a temporary basis. This “Temporary Vacancy” includes brief absences such as visiting family, vacationing, jail time, short hospitalization, etc. A vacancy is considering temporary if it does not exceed 30 days in length. Linkages payments will be made during these temporary vacancies. Tenants are responsible to ensure their payment of rent during these temporary vacancies.

When a tenant must be vacant from a unit for more than 30 days related to treatment needs, Linkages subsidies may continue for a period not to exceed 90 days per occurrence. In cases of treatment related temporary absences, tenants or the Support Services Agency must notify the landlord and the Housing Administrator in writing. Such written notification should include anticipated period of absence from the unit. The Support Services Agency is not required to give the specific reason for the individual vacating the unit nor is the tenant obligated to divulge medical or psychiatric information. However, the Support Services Agency must determine whether the tenant can pay its share of the rent during these periods and if not, inform the Housing Administrator to increase the rental subsidy portion during this specified period of time.

Moving

As stated above, a participant may move from a current unit to another unit only if a 30-day written notice has been submitted by the first day of the month previous to the move to both the Housing Administrator and the landlord. [See Chapter 14, subsidy portability for additional information/restrictions regarding moving]

If a participant leaves a unit at the conclusion of a 30-day notice and wishes to continue to receive assistance the participant must keep the Housing Administrator informed of such plans. If the participant does not locate another acceptable unit (HQS, Rent reasonableness) within 30-days and does not maintain contact with the Housing Administrator, the tenant will be terminated from the program. [See Appendix 19 Move-Out letter and appeals]

Abandonment

A unit will be considered abandoned if the Housing Administrator is unable to verify occupancy by a participant after a good faith effort has been made to locate the participant. [See Appendix 7 Sample Termination letter]

If the tenant cooperates with the landlord’s request to leave, they may keep their assigned slot and continue the program.
Chapter Fourteen

Subsidy Portability

If the tenant and landlord agree to sign a mutual rescission, the client is able to continue with the program. This agreement must be in writing.

Eviction

If a tenant is repeatedly given notices to quit from multiple subsidized units for not paying their rent, damaging the unit, harassing other tenants or continuing to break established rules despite prior warnings the tenant may be terminated from the program.

If a tenant does not leave in a cooperative manner, then it may be necessary for the landlord to evict the tenant. If this occurs, the tenant may be terminated from the program.

The Housing Administrator will continue to work with the landlord and tenant toward the least disruptive departure possible. The Program will continue to pay the housing assistance portion of the rent as long as the individual is a program participant and in accordance with the Assistance Payments Contract. The tenant will also be responsible for their portion of the rent until the unit is vacated and will be responsible for reimbursing the program for any damages deducted from the security deposit.

Death

The Housing Administrator, Support Services Agency and VO will work with the landlord to determine if the unit will be re-rented to another program participant. If the unit will be rented to another program participant, the Housing Administrator can make vacancy payments to retain the unit for the remainder of the current month and the following month in order to identify and lease the unit to the next Linkages participant.

Surviving member(s) of a household have a right to rental assistance until the end of the second month (60 days) following the eligible tenant’s death (e.g., if individual dies in March rental assistance available through May). The surviving members can negotiate with the landlord to remain in the unit without the rental assistance. If an adult surviving family member meets program eligibility criteria (income and disability the subsidy can be transferred to their name as the head of household and be continued in accordance with program regulations.

The Linkages Program understands that individuals and families may at times desire or be required to move out of the Linkages region in which they are living to another community. To maintain the integrity of the Linkages program, all program participants will be required to live within the jurisdictions in the State of New Mexico that are current participants in the Linkages program. Individuals or service providers can contact the MFA for a current list of eligible jurisdictions. Participants can transfer from one Linkages jurisdiction to another as long as Linkages is operational.

This policy cannot be waived. Participants cannot continue to receive Linkages rental assistance if they move to other non-Linkages communities.
Participants who seek to move from one Linkages jurisdiction to another must notify both the Housing Administrator and the Support Services Agency. The Housing Administrator and Support Services Agency will work with their counterparts in the new region to initiate and finalize the transfer of the consumer to the new region.
The Housing Administration will request reimbursement for eligible *Linkages* expenses in a monthly basis according to the HAP contract (see Appendix 21). HA’s should use the Payment Request form located in Appendix 23.

Questions regarding payments or reimbursements should be directed to:

Name: Richard Chavez  
Agency: The New Mexico Mortgage Finance Authority  
Address: 344 4th Street SW  
Albuquerque, New Mexico 87102  
Phone: (505) 767-2270
Since *Linkages* is a permanent supportive housing program, it is anticipated that certain participants will remain in the program for more than one year. As such, the program requires recertification of the person’s income to determine tenant rent payment for the next 12 month period.

### Annual Re-Certifications

All tenants must be reviewed and re-certified for assistance annually. The re-certification date for an annual certification is one year from the original certification date, effective the first day of the month that the tenant began receiving assistance. For example if the tenant was admitted January 3, 2008 then the re-certification effective date is January 1, 2009. When processing re-certifications, the HA needs to complete re-certification in a timely and efficient manner. The steps are as follows:

1. **1st Notice** - send 90 days in advance of the re-certification anniversary date. The notice must state that the tenant has until the 10th of the month preceding the anniversary date to contact the office to begin re-certification. (See Appendix 22, Sample Letters)
2. **2nd Notice** – send approximately 30 days after the previous notice to tenants who have not responded. Content is the same as the 1st notice in addition to stating that if the tenant does not respond by the 10th of the month preceding the anniversary date, the owner may suspend assistance payments on the re-certification date. (See Appendix 22, Sample Letters)
3. **3rd Notice/Notice of Intent to Terminate** – is given on the first of the month preceding the anniversary date to tenants who have not yet responded. The Notice must state that the tenant has 10 days to re-certify. If the tenant does not respond within those ten days, assistance may be suspended or terminated, and the rent may be increased to market effective on the re-certification anniversary date, with no 30-day notice of increase. (See Appendix 22, Sample Letters)
4. Meet with the tenant and obtain information on their current income.
5. Verify all information in writing, via third party or tenant affidavit.
6. Calculate tenant’s rent and assistance payment by completing the *RENT CALCULATION FORM*. (See Chapter 7, Rental Calculations)
7. Provide written notice to tenant of any change in rent, giving at least 60 days notice for rent increases unless the tenant is late in responding to re-certification notices.
8. Perform an annual inspection of the unit to ensure HQS compliance. (See Chapter 9, Housing Quality Standards)
9. If HA and tenant both comply with requirements, changes in tenant rent and assistance payment are both effective on the anniversary date.
10. Send a HAP Amendment to the landlord, tenant and applicable providers.

**All notices referenced above must be copied to the Support Services Agency.**
Chapter Sixteen

Annual and Interim Re-Certifications

**Housing Administrator Late**

If Housing Administrator is late in completing the re-certification, a thirty-day notice of any rent increase must be given, regardless of the anniversary date. For rent decreases, HA must apply the change retroactively to the anniversary date.

**Tenant Late**

Tenants who respond after the cut-off date in the 3rd Notice may have their assistance suspended or terminated as of the scheduled effective date.

If the tenant complies with the re-certification requirements after the 10 day period stated in the 3rd Notice, but before the anniversary date, the tenant is considered late but may be re-certified effective retroactively to the anniversary date.

Tenants who respond after the 10th of the month preceding the anniversary date but before the anniversary itself should be asked why there was a late response. If there are extenuating circumstances such as hospitalization or family emergency that prevented the re-certification then the assistance may not be suspended. The new tenant rent is effective on the date noted in the 30-day notice.

If HA denies extenuation circumstances, then no 30-day notice is required and the new tenant rent amount is due on the anniversary date. The tenant must be informed in writing of the decision and their right to appeal.

**Interim Recertifications**

Interim recertifications will only be required when requested by the tenant due to changes in tenant circumstances (e.g., reduction or loss of income; increase in family composition) that would result in a reduction in the tenant payment of rent. Programs will not be allowed to conduct an interim recertification that would result in the tenant having a higher rental payment obligation (e.g., increased income).

When requested by the tenant, Housing Administrators can conduct the interim recertification following annual recertification protocols outlined above.

In circumstances where an interim recertification has been conducted, the next annual recertification date remains consistent on the anniversary date of the original certification.
This chapter outlines conditions for when a Linkages subsidy can be terminated.

### Termination

Rental Assistance may be terminated if a participant violates conditions of occupancy. Program regulations recommend however that the Housing Administrator and SA exercise judgment and take into consideration extenuating circumstances so that participants are only terminated for the most serious rule violations.

If termination is necessary, the Housing Administrator must provide a 30-day written notice to the landlord and client, (copy to the SA and Support Services Agency) containing a clear statement regarding the reason for termination and an opportunity for appeal. If an individual chooses to appeal, assistance must continue through the entire appeals procedure. (See Appendix 7, Termination Letter).

A termination form must be completed for each participant leaving the program. Ideally, this form is done within 30 days of the participant’s exit.

When the tenant has knowingly committed or consents to another person in the unit or premises to knowingly commit a substantial violation, the Housing Administrator can terminate the subsidy with less than 30 days.

According to Section 47-8-3(T), only the following are considered substantial violations of the rental agreement or rules and regulations when done knowingly by the resident or with the resident’s consent, and when done on the premises or within three hundred feet of the premises:

1) Possession, use, sale, distribution or manufacture of a controlled substance, excluding misdemeanor possession and use;
2) Unlawful use of a deadly weapon;
3) Unlawful action causing serious physical harm to another person;
4) Sexual assault or sexual molestation of another person;
5) Entry into the dwelling unit or vehicle of another person without that person’s permission and with the intent to commit theft or assault;
6) Theft or attempted theft of property by use or threatened use of force; or
7) Intentional or reckless damage to property in excess of one thousand dollars.

In such circumstances when a substantial violation has occurred the Housing Administrator can give the tenant a 3 day notice that the subsidy will be terminated. In cases of substantial violation, it is recommended that the Housing Administrator work with the landlord regarding the termination of subsidy and any potential action on the part of the landlord in carrying out the lease/occupancy agreement.
Chapter Eighteen: General Program Policies

Nondiscrimination Policy

The Linkages Program does not discriminate on the bases of race, color, religion, gender, sexual preference or disability. The program complies with local, state and federal laws regarding fair housing and nondiscrimination including but not limited to:

- Title VIII of the Civil Rights Act of 1968
- 1982 Civil Rights Act of 1866
- 1981 Civil Rights Act of 1866
- Rehabilitation Act of 1973
- Fair Housing Act
- Americans with Disabilities Act

Reasonable Accommodations

In accordance with state and federal requirements, the Linkages program provides reasonable accommodations for people with disabilities. The Reasonable Accommodation Policy is on the attached page.

In the appendices is a form that may be used to request a reasonable accommodation. However, the program will accept requests for accommodations whether this form is used, an applicant or participant makes a verbal request or an applicant or participant makes a written request in another format.

Linkages Housing Administrator and Service Administrator staff will offer accommodations when they believe such may be necessary to assist a participant in fully participating in the program or maintaining compliance with the Lease/Occupancy Agreements, Participation Agreements, or other program requirement. Reasonable accommodations are provided on a case-by-case basis.

The Housing Administrator and/or Service Administrator will respond in writing to requests for accommodations. The Housing Administrator and/or Service Administrator will respond to requests within five business days.

A written request for a reasonable accommodation must include reliable disability related information that:

- Verifies that the individual has a disability that falls under the Fair Housing Act and
- Describes the needed accommodation and
- Shows an identifiable relationship between the requested accommodation and the individual’s disability

Depending upon the circumstance this information may be provided by the individual him or herself, a doctor or medical professional, a peer support group, a social service provider, or a reliable third party.
Linkages will reference the Reasonable Accommodation Policy in other documents. For example, a termination letter should clearly state that the program provides reasonable accommodations for people with disabilities.

The program’s Reasonable Accommodation Policy is outlined to the right.

Confidentiality Policy

Employees of the Housing Administrator, Service Administrator, or Support Services Agency will not share client information with anyone outside the project except in specific instances to coordinate the participant’s care with other agencies and then only after receipt of appropriate consent form signed by the participant within a specified time frame.

Information about participants will not be shared (computerized, file copies, by fax, modem, or any other ways, including spoken communication) except when needed to serve that participant.

Participants sign a Consent Form at least once a year, which allows staff to share information with other agencies as necessary.

Reasonable Accommodation Policy

The Linkages Program is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of the Linkages programs, services and activities.

Therefore, if an individual with a disability requires an accommodation such as an accessible feature or modification to a Housing Administrator’s policy, the Housing Administrator will provide such accommodation unless doing so would result in a fundamental alteration in the nature of the program; or an undue financial and administrative burden. In such a case, the Housing Administrator will make another accommodation that would not result in a financial or administrative burden. A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that provides a qualified individual with a disability the opportunity to participate in, or benefit from, a program or activity.

A copy of this Reasonable Accommodation Policy and Procedures will be included in the Linkages Program Manual and in the Linkages Tenant Participation Agreement.

Legal Authority

The Linkages Program adheres to the Federal civil rights laws and regulations. This Reasonable Accommodation Policy is based on the following statutes or regulations.

See Section 504 of the Rehabilitation Act of 1973 (Section 504); Title II of the Americans with Disabilities Act of 1990 (ADA); the Fair Housing Act of 1968, as amended (Fair Housing Act); the Architectural Barriers Act of 1968, and the respective implementing regulations for each Act.

2 42 U.S.C. §§ 12101 et seq.
Overview

The primary purpose for Support Services is to assist priority consumers to access the Linkages including becoming eligible, finding and moving into housing, obtaining a Linkages rental subsidy and assisting consumers in maintaining their tenancy as part of their overall personal recovery and resiliency plan. Services are divided into three categories: Pre-Tenancy and Housing Search, Move-In and Post-Tenancy Support.

Support services are highly individualized and focused on helping individuals get and keep housing and are provided as an integral part of other services individuals are receiving rather than separated from these other services. The Regional Value Options Office will designate agency(s) that are qualified to provide housing support services within their network of providers. If there is an agency within a region where this program is initiated that is uniquely qualified to provide housing support services but is not part of the VO Services network, the Regional VO Office may consider arrangements to designate the agency so long as they will collaborate with network providers to link consumers to services. Initially there may be only one agency designated as a “housing support” agency in each Region. Over time the number of support services agencies can be expanded to give consumers more choices of providers who can assist them with housing support services.

The Support Services Agency will take housing subsidy applications from individuals as self referrals or from organizations within their Region. If the referral comes from a designated Support Services Agency and the consumer wants to continue to work with that agency, the agency can continue to do so. If an individual is referred from another organization that is not a designated Support Services Agency or makes a self referral, the Support Services Agency will work with that consumer. The Support Services Agency will begin immediately to assist the consumer to complete their initial application and assist the consumer through the tenant screening and eligibility determination process.

The Support Services agency will be responsible for completing a basic housing support checklist each month that identifies any problems with the safety or condition of the unit and resolution of any problem, a confirmation that rent was paid in a timely manner and that the tenant is meeting his or her basic rental obligations. (See Appendix 8). A complete list of provider tasks and functions is listed below.

In addition to designating qualified housing support agencies, Value Options will also offer training and ongoing support through their housing support training network to both Support Services Agencies and other agencies making referrals to Linkages. VO will also monitor implementation of the Linkages, provide ongoing assistance and resolve any disputes between the Support Services Agency and the Housing Administrator.

Designated Support Services agencies must meet Value Options requirements as an agency to provide housing support.
Designated Support Services Agencies must:

1. Complete initial Housing Support Services training and be a part of the Value Options housing support training network;
2. Identify staff who will serve as liaison to landlords;
3. Assure that designated staff conduct at least one monthly home visit and complete a monthly housing support checklist; (See Appendix 8)
4. Adhere to basic requirements listed below; and provide Pre-Tenancy Support, Move-In Assistance and Post-Tenancy Support.

Basic Components of Housing Support include:

1. Individuals receiving “housing support” services meet the requirements for needing supportive housing;
2. Housing is permanent as long as the consumer pays rent; since supportive housing continues indefinitely assuming the consumer meets the requirements for a housing subsidy, services are indefinite.
3. Individualized housing support services will be available when the consumer needs them, and where the consumer lives.
4. Each consumer will have a crisis plan that includes a plan for a housing related crisis and a plan for a personal or clinical crisis. This includes the consumer receiving crisis support throughout the duration of the crisis.
5. Consumers will have access to move in and eviction assistance; eviction prevention assistance may include payment of a month’s rent if an individual needs to leave home during a behavioral health crisis. However, individuals only have access to eviction prevention funds once a year for each year they are in the program.
6. The individual will have a lease that meets the standard requirements (but has no special requirements) for a lease in the political jurisdiction where the individual lives; as long as the individual abides by the conditions of the lease, they can remain in their housing unit; if at some point the individual’s income exceeds the income limit of the program, they can remain in the unit but will no longer have access to the housing subsidy.
7. Housing support services are ideally provided by a team so that a provider agency can respond immediately to a potential housing crisis or to landlord requests, etc.
8. Housing support services are ideally included in the individual’s individualized treatment or recovery plan.
9. Use of services or programs is not a condition of ongoing occupancy. The one exception is that an identified housing support staff member meets with the consumer at least once a month at their home.
Designated Support Services Agencies will provide:

Pre-Tenancy and Housing Search Support

1. Engage with consumer explaining the housing subsidy and housing assistance process;
2. Conduct an initial consumer assessment of housing preferences and housing history;
3. Assist consumers in determining housing preferences if needed;
4. Assist consumers in compiling housing information needed for Linkages housing subsidy and Section 8 and other benefit applications (if needed) such as credit reports, landlord references, income and asset documentation;
5. Assist consumers to understand the Tenant Responsibility Document and finalize document;
6. Assist in their housing search and identifying available housing units;
7. Work with the HA to recruit landlords, promoting the benefits to Landlords and building a relationship with landlords that will help with problem solving as needed. The Regional VO Office will assist as needed to generate interest for the program in their local community.
8. Assist consumers in obtaining, completing and submitting housing subsidy applications and leases. (If agreed to by consumer, staff can be copied on all correspondence);
9. Assist consumers in attending any meetings with HA or landlords including providing or arranging transportation and attending meetings as needed;
10. Assist consumers in filing appeals and requests for reasonable accommodation under Fair Housing Law (for the Linkages, Project-based or Section 8 program); and
11. Assist consumers in tracking their subsidy application progress;
12. Develop strategies to outreach and recruit and maintain landlords for the program.

Move-In

1. Assist consumer to understand basics of landlord/tenant law and lease requirements; helping consumers understand the problems of adhering to occupancy limits and noise or disturbance requirements and how to decline requests from friends to provide them with shelter;
2. Assist consumer with making security deposits and utility deposits, securing furniture and other household items;
3. Assist tenants to access Move-in and Eviction Prevention funds as needed;
4. Assist tenants with move-in activities;
5. Assist tenants to establish utilities (if not included in rent) and telephone;
6. Assist tenants in orienting to home, neighborhood or new town;
7. Identify any housing or community living related skills training needed including home maintenance, cleaning, shopping, cooking, and budgeting; and
8. Provide community living skills training including how to find or access transportation, where to find the local library, church or place of worship, the local coffee shops, support or peer groups, meal sites, local malls and health care providers.
Tenancy Support

1. Establish routine contact (no less than once per month and more often as necessary) with tenants to ensure early detection of any housing issues and identifying any repair or maintenance issues;

2. Establish a crisis plan with each consumer that includes how to handle housing crises and personal crises; this includes assuring the consumer has emergency contact information including phone numbers for both personal and housing crises.

3. Assure consumer meets monthly rent and utility payments;

4. Provide ongoing housing-related skills training if needed and identify any issues that may require additional training by other parties;

5. Assist the consumer with self-advocacy and conflict resolution strategies to solve problems, with the landlord or other tenants; this includes helping consumer report and handle repairs and maintenance items;

6. As needed, present liabilities to landlords in a positive light and intervene with landlords if needed to problem solve;

7. Assist the consumer to participate in the provider agency’s service planning process to assure the consumer’s housing goals are included in the plan along with a clear expectation for the housing supports the consumer will receive to meet their housing goals;

8. Assist the consumer with remediating problems that may result in eviction and assist with an appeal to a landlord’s decision to evict if the eviction appears unwarranted;

9. Maintain good working relationships with landlords and the HA; and

10. Assist consumers to problem solve to ensure their satisfaction with their home

11. If needed, assist consumers to locate new housing unit and move into new unit.

12. Attend move-out inspections with the consumer; review landlord list of damages and assist consumer to mediate disputes with landlords.
Chapter Twenty: Project-Based Assistance

New Mexico Mortgage Finance Agency (MFA) will ensure equal opportunity to Housing Administrators (local Public Housing Authorities and non-profit housing developers) that are interested in utilizing these Linkages rental subsidies as project-based rental subsidies. MFA shall have authority to provide project-based assistance as determined by internal policies and through the mutual agreement of the Behavioral Health Collaborative.
Appendices

List of Appendices

1. Income Limits
2. Letter to Initiate Subsidy
3. Sample Applicant Denial Letter
4. Housing Quality Standards Letter
5. Income Certification Calculation Form
6. Release of Information Forms
7. Sample Termination Forms
8. Monthly Housing Support
9. Interview Questionnaire
10. Program Application
11. Tenant Responsibility Form
12. Program Participant Agreement
13. Linkages Program Certification Checklist
14. HUD Income Certification Guidelines (24 CRF Part 5)
15. Income Inclusions/Income Exclusions and Assets Chart
16. Rent Reasonableness Checklist
17. HQS Long Form

18. HQS Short Form
19. Move-out Inspection Letter
20. Lead Paint Information
21. Housing Assistance Payment Contract
22. Recertification Letters 1, 2, and 3
23. HA Payment Request Form
ANNUAL

Inspections must occur at least annually for all Linkages Subsidized units.

The HQS short form 52580 can be utilized on subsequent annual inspections (see copy this section). The short form should also be utilized for re-inspections resulting from referrals or requests made by persons including but not limited to: the Linkages recipient, landlord, Housing Support Agency, case workers, or other service and/or housing providers.

All inspections should be done with the landlord or management agent present.

HQS forms expire periodically as HUD does updates. If the form below is expired please check HUDCLIPS (www.hudclips.org) for the most recent form.
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.

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.

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

Initial Special Reinspection

Date of Last Inspection (mm/dd/yyyy)

PHA

A. General Information

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

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

B. Summary Decision on Unit. (To be completed after form has been filled out)

Pass Fail Inconclusive

Number of Bedrooms for Purposes of the P suff or Payment Standard

Number of Sleeping Rooms

Inspection Checklist

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Previous editions are obsolete. Page 3 of 7

form HUD-52580 (4/2001)

ref Handbook 7420.8
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<td>4.8</td>
<td>Floor Condition</td>
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<td>4.8.1</td>
<td>Lead-Based Paint</td>
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<td>Are all painted surfaces free</td>
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<td>of deteriorated paint?</td>
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<td>If not, do deteriorated</td>
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<td>than 10% of a component?</td>
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<td>4.10</td>
<td>Smoke Detectors</td>
<td></td>
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<tr>
<td>4.9.1</td>
<td>Lead-Based Paint</td>
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<td></td>
<td>Are all painted surfaces free</td>
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<td>feet per room and/or is more</td>
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<td></td>
<td>than 10% of a component?</td>
<td></td>
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</tr>
</tbody>
</table>

5. All Secondary Rooms  
(Rooms not used for living)

5.1 None  
Go to Part B

5.2 Security

5.3 Electrical Hazards

5.4 Other Potentially Hazardous Features in these Rooms
<table>
<thead>
<tr>
<th>Item No.</th>
<th>6. Building Exterior</th>
<th>Yes</th>
<th>No</th>
<th>In- Conc.</th>
<th>Comment</th>
<th>Final Approval Date (mm/dd/yyyy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1</td>
<td>Condition of Foundation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.2</td>
<td>Condition of Stairs, Rails, and Porches</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.3</td>
<td>Condition of Roof/Gutters</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>6.4</td>
<td>Condition of Exterior Surfaces</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.5</td>
<td>Condition of Chimney</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.6</td>
<td>Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint?</td>
<td></td>
<td></td>
<td></td>
<td>Not Applicable</td>
<td></td>
</tr>
<tr>
<td></td>
<td>If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.7</td>
<td>Manufactured Home: Tie Downs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 Intestation |     |  |  |         |                               |
| 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    | Sille 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 TA. 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 TA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent.

Checklist any positive features found in relation to the unit.

### 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: ____________________

D. Questions to ask the Tenant (Optional)

1. Does the owner make repairs when asked? [ ] Yes [ ] No

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 [ ] No
### E. Inspection Summary/Comments (Optional)

Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments."

<table>
<thead>
<tr>
<th>Tenant ID Number</th>
<th>Inspector</th>
<th>Date of Inspection (mm/dd/yyyy)</th>
<th>Address of Inspected Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Inspection</th>
<th>Initial</th>
<th>Special</th>
<th>Reinspection</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Reason for &quot;Fail&quot; or &quot;Pass with Comments&quot; Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Continued on additional page: [ ] Yes [ ] No

Previous editions are obsolete

Page 7 of 7

Form HUD-52380 (3/2001)  
Ref Handbook 7420.8
Move Out Inspection

**MOVE-OUT**

An HQS inspection must be conducted after a tenant moves out of a unit to determine the condition of the unit. This will aid an agreement with the landlord about what is considered damage or what is considered to be normal wear and tear.

**Sample Move out Inspection**

<table>
<thead>
<tr>
<th>NAME OF FAMILY:</th>
<th>DATE OF INSPECTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE FAMILY MOVED IN:</td>
<td>DATE FAMILY MOVED OUT:</td>
</tr>
<tr>
<td>ADDRESS OF INSPECTED UNIT:</td>
<td>NAME/ADDRESS OF OWER/AGENT:</td>
</tr>
<tr>
<td>INSPECTOR:</td>
<td>PHONE:</td>
</tr>
</tbody>
</table>

List any damage and note condition of apartment.

**Living Room:**
- Condition of floor/carpet:
  - Wall Condition:
  - Ceiling Condition:
  - Window Condition:
  - Light globes/bulbs present:
  - Other damage:

**Kitchen:**
- Condition of floor/carpet:
  - Wall Condition:
  - Ceiling Condition:
  - Window Condition:
  - Light globes/bulbs present:
  - Stove Condition:
  - Cupboards/Counters:
<table>
<thead>
<tr>
<th>Area</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refrigerator</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Sink</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Other damage</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bathroom:</strong></td>
<td></td>
</tr>
<tr>
<td>Condition of fixtures</td>
<td>(i.e., toilet, medicine chest, mirror, sink, etc):</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Wall Condition</td>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor Condition</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Ceiling Condition</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Master Bedroom:</strong></td>
<td></td>
</tr>
<tr>
<td>Condition of floor/carpet</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Wall Condition</td>
<td></td>
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</tr>
<tr>
<td>Ceiling Condition</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Window Condition</td>
<td></td>
</tr>
<tr>
<td>Light globes/bulbs present</td>
<td></td>
</tr>
<tr>
<td>Other damage</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td><strong>Other Bedrooms:</strong></td>
<td></td>
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<tr>
<td>Condition of floor/carpet</td>
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<td></td>
<td></td>
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<tr>
<td>Wall Condition</td>
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<td></td>
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<tr>
<td>Ceiling Condition</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Window Condition</td>
<td></td>
</tr>
<tr>
<td>Light globes/bulbs present</td>
<td></td>
</tr>
<tr>
<td>Other damage</td>
<td></td>
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<tr>
<td>Hallways:</td>
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<td></td>
</tr>
<tr>
<td>Condition of floor/carpet:</td>
<td></td>
</tr>
<tr>
<td>Wall Condition:</td>
<td></td>
</tr>
<tr>
<td>Ceiling Condition:</td>
<td></td>
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<tr>
<td>Window Condition:</td>
<td></td>
</tr>
<tr>
<td>Light globes/bulbs present:</td>
<td></td>
</tr>
<tr>
<td>Other damage:</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Comment on overall cleanliness of the unit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is there trash or debris present which landlord must remove?</td>
</tr>
<tr>
<td>Are there signs of rodent/insect infestation?</td>
</tr>
<tr>
<td>Are pet smells present?</td>
</tr>
<tr>
<td>Other comments:</td>
</tr>
</tbody>
</table>

I, _____________________________, agree that the above is an accurate description of the condition of the unit at the time of move-out. The cost to repair the damage listed above and any unpaid tenant rent may be deducted from the security deposit.

<table>
<thead>
<tr>
<th>Landlord/Agent</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>LAA Representative</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>
Appendix 20: Lead Paint Information

The following information should be provided to all Linkages Families with children under 18 years of age.

*Disclosure on Information and Protect Your Family From Lead in the Home*
Protect Your Family From Lead In Your Home
Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly. Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:

**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure form about lead-based paint.

**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead hazards.

**RENOVATORS** have to give you this pamphlet before starting work. (After June 1, 1999.)

**IF YOU WANT MORE INFORMATION** on these requirements, call the National Lead Information Clearinghouse at 1-800-424-LEAD.

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Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

**FACT:** Lead exposure can harm young children and babies even before they are born.

**FACT:** Even children who seem healthy can have high levels of lead in their bodies.

**FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

**FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

**FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.
Lead Gets in the Body in Many Ways

People can get lead in their body if they:
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.
- Breathe in lead dust (especially during renovations that disturb painted surfaces).

Lead is even more dangerous to children than adults because:
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.
- Children's growing bodies absorb more lead.
- Children's brains and nervous systems are more sensitive to the damaging effects of lead.

In the United States, about 900,000 children ages 1 to 5 have a blood-lead level above the level of concern.

Even children who appear healthy can have dangerous levels of lead in their bodies.
Lead's Effects
If not detected early, children with high levels of lead in their bodies can suffer from
◆ Damage to the brain and nervous system
◆ Behavior and learning problems (such as hyperactivity)
◆ Slowed growth
◆ Hearing problems
◆ Headaches

Lead is also harmful to adults. Adults can suffer from:
◆ Difficulties during pregnancy
◆ Other reproductive problems (in both men and women)
◆ High blood pressure
◆ Digestive problems
◆ Nerve disorders
◆ Memory and concentration problems
◆ Muscle and joint pain
Where Lead-Based Paint Is Found

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age. Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.
Where Lead Is Likely To Be a Hazard

**Lead-based** paint that is in good condition is usually not a hazard.

**Peeling, chipping, chalking, or cracking lead-based** paint is a hazard and needs immediate attention.

Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear. These areas include:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, and banisters.
- Porches and fences.

**Lead dust** can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. Call your state agency (see page 11) to find out about testing soil for lead.
Checking Your Home for Lead Hazards

You can get your home checked for lead hazards in one of two ways, or both:

- **A paint inspection** tells you the lead content of every different type of painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- **A risk assessment** tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Have qualified professionals do the work. *There are standards in place for certifying lead-based paint professionals to ensure the work is done safely, reliably, and effectively.* Contact your state lead poisoning prevention program for more information. Call 1-800-424-LEAD for a list of contacts in your area.

Trained professionals use a range of methods when checking your home, including:

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint samples.
- Surface dust tests.

*Home test kits for lead are available, but studies suggest that they are not always accurate.* Consumers should not rely on these tests before doing renovations or to assure safety.

*Just knowing that a home has lead-based paint may not tell you if there is a hazard.*
What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

◆ If you rent, notify your landlord of peeling or chipping paint.
◆ Clean up paint chips immediately.
◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
◆ Wash children's hands often, especially before they eat and before nap time and bedtime.
◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
◆ Keep children from chewing window sills or other painted surfaces.
◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.
How To Significantly Reduce Lead Hazards

In addition to day-to-day cleaning and good nutrition:

♦ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.

♦ To **permanently** remove lead hazards, you must hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not enough.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Call your state agency (see page 11) for help with locating certified contractors in your area and to see if financial assistance is available.

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.
Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

♦ Have the area tested for lead-based paint.

♦ Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.

♦ Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.

♦ Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.

If not conducted properly, certain types of renovations can release lead from paint and dust into the air.
Other Sources of Lead

- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.

- **Old painted toys and furniture.**

- **Food and liquids stored in lead crystal** or **lead-glazed pottery or porcelain.**

- **Lead smelters** or other industries that release lead into the air.

- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

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While paint, dust, and soil are the most common lead hazards, other lead sources also exist.
For More Information

The National Lead Information Center
Call 1-800-424-LEAD to learn how to protect children from lead poisoning and for other information on lead hazards. (Internet: www.epa.gov/lead and www.hud.gov/lea).
For the hearing impaired, call the Federal Information Relay Service at 1-800-8778339 and ask for the National Lead Information Center at 1-800-424-LEAD.

EPA's Safe Drinking Water Hotline

Call 1-800-426-4791 for information about lead in drinking water.

Consumer Product Safety Commission Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-6382772. (Internet: www@cpsc.gov). For the hearing impaired, call TDD 1800-638-8270.

State Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for state and local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at 1-800-424-LEAD.
EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1 Suite 1100 (CPT) One Congress Street Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue Building 209, Mail Stop 225 Edison, NJ 08837-3679 (732) 321-6671

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33) 1650 Arch Street
Philadelphia, PA 19103 (215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact U.S. EPA Region 4
61 Forsyth Street, SW Atlanta, GA 30303 (404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact U.S. EPA Region 5 (DT-8J) 77 West Jackson Boulevard Chicago, IL 60604-3666 (312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Roor Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact U.S. EPA Region 7
(ARID-RALI)
901 N. 5th Street
Kansas City, KS 66101 (913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact U.S. EPA Region 8
999 18th Street, Suite 500 Denver, CO 80202-2466 (303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105 (415) 744-1124

Region 10 (Idaho, Oregon, Washington, Alaska)
Regional Lead Contact U.S. EPA Region 10
Toxics Section WCM -128 1200 Sixth Avenue
Seattle, WA 98101-1128 (206) 553-1985
**CPSC Regional Offices**
Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

- **Eastern Regional Center**
  6 World Trade Center Vesey Street, Room 350
  New York, NY 10048 (212) 466-1612

- **Central Regional Center**
  230 South Dearborn Street Room 2944
  Chicago, IL 60604-1601 (312) 353-8260

- **Western Regional Center**
  600 Harrison Street, Room 245 San Francisco, CA 94107 (415) 744-2966

**HUD Lead Office**
Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

- **U.S. Department of Housing and Urban Development Office of Lead Hazard Control**
  451 Seventh Street, SW, P-3206
  Washington, DC 20410
  (202) 755-1785
Simple Steps To Protect Your Family
From Lead Hazards

If you think your home has high levels of lead:

♦ Get your young children tested for lead, even if they seem healthy.
♦ Wash children's hands, bottles, pacifiers, and toys often.
♦ Make sure children eat healthy, low-fat foods. Get your home checked for lead hazards.
♦ Regularly clean floors, window sills, and other surfaces.
♦ Wipe soil off shoes before entering house.
♦ Talk to your landlord about fixing surfaces with peeling or chipping paint.
♦ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
♦ Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
♦ Don't try to remove lead-based paint yourself.
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS AND EPA BROCHURE ON HOW TO PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME

Lead Warning Statement

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

Landlord’s Disclosure

A. Presence of lead-based paint and/or lead-based paint hazards (Check (1) or (2) below):

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

(2) ____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(Date) __________________ (landlord)

B. Records and reports available to the landlord Check (1) or (2) below):

(1) ____ Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

____________________________________________________________________________________________________________

________________________________________________________________

(2) ____ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

(Date) __________________ (landlord)

Tenant’s Acknowledgment

C. Tenant has received copies of all information listed above. _____ (tenant’s initials)

D. Tenant has received the pamphlet Protect Your Family from Lead in Your Home. _____ (tenant’s initials)

Agent’s Acknowledgment

E. Agent has informed the landlord of the landlord’s obligations under 42 U.S.C. 4852d and is aware of his or her responsibility to ensure compliance. ____ (agent’s initials)

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.

_________________________ Landlord _____________ Date _____________ Landlord _____________ Date

_________________________ Tenant _____________ Date _____________ Tenant _____________ Date
Instructions for use of HAP Contract

This form of Housing Assistance Payments Contract (HAP contract) is used to provide rental assistance under the Linkages Program of the New Mexico Behavioral Health Purchasing Collaborative and the New Mexico Mortgage Finance Agency.

The local voucher program is administered by a Housing Administrator (HA) which may include a Public Housing Authority or a non-profit housing organization. The HAP contract is an agreement between the HA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:


Use of this form

Use of this HAP contract is required by MFA. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by MFA. However, the HA may choose to add the following:

- Language that prohibits the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Such a prohibition must be added to Part A of the HAP contract.

- Language that defines when the housing assistance payment by the HA is deemed received by the owner (e.g., upon mailing by the HA or actual receipt by the owner). Such language must be added to Part A of the HAP contract.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the HA.

Use for special housing types

This form is for use under the Linkages rental assistance program and any units funded by the Linkages Program.

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

Enter address of unit, including apartment number, if any.

Section 4. Household Members

Enter full names of all HA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the HA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

Section 5. Initial Lease Term

Enter first date and last date of initial lease term. The initial lease term must be for at least one year. However, the HA may approve a shorter initial lease term if the HA determines that:

- Such shorter term would improve housing opportunities for the tenant, and
• Such shorter term is the prevailing local market practice.

Section 6. **Initial Rent to Owner**
Enter the amount of the monthly rent to owner during the initial lease term. The HA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

Section 7. **Housing Assistance Payment**
Enter the initial amount of the monthly housing assistance payment.

Section 8. **Utilities and Appliances.**
The lease and the HAP contract 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. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.
Part A of the HAP Contract: Contract Information

(To prepare the contract, fill out all contract information in Part A.)

1. Contents of Contract

This HAP contract has three parts:

   Part A: Contract Information

   Part B: Body of Contract

   Part C: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the HA.

5. Initial Lease Term

   The initial lease term begins on (mm/dd/yyyy): ________________

   The initial lease term ends on (mm/dd/yyyy): ________________

6. Initial Rent to Owner

   The initial rent to owner is: $____________________

   During the initial lease term, the owner may not raise the rent to owner.

7. Initial Housing Assistance Payment

   The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the HA to the owner is $____________________per month.

   The amount of the monthly housing assistance payment by the HA to the owner is subject to change during the HAP contract term in accordance with Linkages requirements.
Utilities and Appliances
The owner shall provide or pay for the utilities and appliances indicated below by an “O”. The tenant shall provide or pay for the utilities and appliances indicated below by a “T”. Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

<table>
<thead>
<tr>
<th>Item</th>
<th>Specify fuel type</th>
<th>Provided by</th>
<th>Paid by</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Natural gas</td>
<td>Bottle gas</td>
<td>Oil or Electric</td>
</tr>
<tr>
<td>Cooking</td>
<td>Natural gas</td>
<td>Bottle gas</td>
<td>Oil or Electric</td>
</tr>
<tr>
<td>Water Heating</td>
<td>Natural gas</td>
<td>Bottle gas</td>
<td>Oil or Electric</td>
</tr>
<tr>
<td>Other Electric</td>
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<td>Oil or Electric</td>
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<td>Water</td>
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<td>Sewer</td>
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<tr>
<td>Trash Collection</td>
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<td>Air Conditioning</td>
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<td>Refrigerator</td>
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<td>Range/Microwave</td>
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<td>Oil or Electric</td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
<td>Oil or Electric</td>
</tr>
</tbody>
</table>

Signatures:

**Housing Administrator**

Print or Type Name of HA

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

**Owner**

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Mail Payments to:

Name

Address

(street, city, State, Zip)
Part B of HAP Contract: Body of Contract

1. Purpose
   a. This is a HAP contract between the HA and the owner. The HAP contract is entered to provide assistance for the family under the Linkages rental assistance program (see Linkages program manual).
   b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
   c. During the HAP contract term, the HA will pay housing assistance payments to the owner in accordance with the HAP contract.
   d. The family will reside in the contract unit with assistance under the Linkages program. The housing assistance payments by the HA assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. Lease of Contract Unit
   a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Linkages program.
   b. The HA has approved leasing of the unit in accordance with requirements of the Linkages program program.
   c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by Linkages (Part C of the HAP contract).
   d. The owner certifies that:
      (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
      (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
      (3) The lease is consistent with State and local law.
   e. The owner is responsible for screening the family’s behavior or suitability for tenancy. The HA is not responsible for such screening. The HA has no liability or responsibility to the owner or other persons for the family’s behavior or the family’s conduct in tenancy.

3. Maintenance, Utilities, and Other Services
   a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
   b. The owner must provide all utilities needed to comply with the HQS.
   c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the HA may exercise any available remedies. HA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The HA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.
   d. The HA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the HA and the HA verifies the correction. 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 the period specified by the HA.
   e. The owner is responsible for screening the family’s behavior or suitability for tenancy. The HA is not responsible for such screening. The HA has no liability or responsibility to the owner or other persons for the family’s behavior or the family’s conduct in tenancy.

4. Term of HAP Contract
   a. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
   b. When HAP contract terminates.
      (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
      (2) The HA may terminate program assistance for the family for any grounds authorized in accordance with Linkages requirements. If the HA terminates program assistance for the family, the HAP contract terminates automatically.
      (3) If the family moves from the contract unit, the HAP contract terminates automatically.
      (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
      (5) The HA may terminate the HAP contract if the HA determines, in accordance with Linkages requirements, that available program funding is not sufficient to support continued assistance for families in the program.
(6) The HA may terminate the HAP contract if the HA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.

(7) If the family breaks up, the HA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.

(8) The HA may terminate the HAP contract if the HA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

5. Provision and Payment for Utilities and Appliances

a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

6. Rent to Owner: Reasonable Rent

a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the HA in accordance with Linkages requirements.
b. The HA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the HA must consider:
   (1) The location, quality, size, unit type, and age of the contract unit; and
   (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
c. The HA must redetermine the reasonable rent when required in accordance with Linkages requirements. The HA may redetermine the reasonable rent at any time.
d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the HA any information requested by the HA on rents charged by the owner for other units in the premises or elsewhere.

d. Application of payment. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e. Limit of HA responsibility. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

7. HA Payment to Owner

a. When paid
   (1) During the term of the HAP contract, the HA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
   (2) The HA must pay housing assistance payments promptly when due to the owner.
   (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the HA shall pay the owner penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment by a tenant. However, the HA shall not be obligated to pay any late payment penalty if Linkages determines that late payment by the HA is due to factors beyond the HA’s control. Moreover, the HA shall not be obligated to pay any late payment penalty if housing assistance payments by the HA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following HA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

b. Owner compliance with HAP contract. Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

c. Amount of HA payment to owner
   (1) The amount of the monthly HA housing assistance payment to the owner shall be determined by the HA in accordance with Linkages requirements for a tenancy under the voucher program.
   (2) The amount of the HA housing assistance payment is subject to change during the HAP contract term in accordance with Linkages requirements. The HA must notify the family and the owner of any changes in the amount of the housing assistance payment.
   (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.

d. Application of payment. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e. Limit of HA responsibility. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
f. Overpayment to owner. If the HA determines that the owner is not entitled to the housing assistance payment or any part of it, the HA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

8. Owner Certification
During the term of this contract, the owner certifies that:

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

b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the HA, including any revisions of the lease.

c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.

d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the HA, MFA, or any other public or private source) for rental of the contract unit during the HAP contract term.

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.

g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the HA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

9. 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 the HAP contract.

b. The owner must cooperate with the HA and Linkages in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

10. Owner’s Breach of 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 by the owner:

(1) If the owner has violated any obligation under the HAP contract, including the owner’s obligation to maintain the unit in accordance with the HQS.

(2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.

(3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.

(4) For projects with mortgages insured by Linkages or loans made by MFA, 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.

(5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.

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

c. The HA’s rights and remedies for owner breach of the HAP contract include recovery of overpayments, 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. The HA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.

e. Even if the family continues to live in the contract unit, the HA may exercise any rights and remedies for owner breach of the HAP contract.

f. The HA’s exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

11. HA and Linkages Access to Premises and Owner’s Records

a. The owner must provide any information pertinent to the HAP contract that the HA or Linkages may reasonably require.

b. The HA, Linkages and the Comptroller General of the United States 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 relevant to the HAP contract, including the right to examine or audit the records and to make copies.

c. 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.

12. Exclusion of Third Party Rights

a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or HA under Part B.

b. The tenant or the HA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
c. The HA 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 management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

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

13. Conflict of Interest

a. “Covered individual” means a person or entity who is a member of any of the following classes:

   (1) Any present or former member or officer of the HA (except a HA commissioner who is a participant in the program);

   (2) Any employee of the HA, or any contractor, sub-contractor or agent of the HA, who formulates policy or who influences decisions with respect to the program;

   (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or

   (4) Any member of the Congress of the United States.

b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.

c. “Immediate family member” means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.

d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.

e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the HA and HUD.

f. The conflict of interest prohibition under this section may be waived by the Linkages field office for good cause.

g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. Assignment of the HAP Contract

a. The owner may not assign the HAP contract to a new owner without the prior written consent of the HA.

b. If the owner requests HA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the HA pertinent to the proposed assignment.

c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under regulations (see 24 Code of Federal Regulations Part 24).

d. The HAP contract may not be assigned to a new owner if Linkages has prohibited such assignment because:

   (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new 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 or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.
grandchild, sister or brother of any member of the family, unless the HA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

f. The HA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):

1. Has violated obligations under a housing assistance payments contract under Section 8;
2. Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
3. Has engaged in any drug-related criminal activity or any violent criminal activity;
4. Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
5. Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
   (a) Threatens the right to peaceful enjoyment of the premises by other residents;
   (b) Threatens the health or safety of other residents, of employees of the HA, or of owner employees or other persons engaged in management of the housing;
   (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
   (d) Is drug-related criminal activity or violent criminal activity;
6. Has a history or practice of renting units that fail to meet State or local housing codes; or
7. Has not paid State or local real estate taxes, fines or assessments.

g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the HA. The new owner must give the HA a copy of the executed agreement.

15. Written Notices. Any notice by the HA or the owner in connection with this contract must be in writing.

16. Entire Agreement: Interpretation

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

b. The HAP contract shall be interpreted and implemented in accordance with Linkages requirements.
Part C of HAP Contract: Tenancy
Addendum

1. Linkages Program
   a. The owner is leasing the contract unit to the tenant for occupancy by the tenant’s family with assistance for a tenancy under the Linkages program (rental assistance program) of the New Mexico Behavioral Health Purchasing Collaborative and Mortgage Finance Agency.
   b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the HA under the program. Under the HAP contract, the HA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

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

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

4. Rent to Owner
   a. The initial rent to owner may not exceed the amount approved by the HA in accordance with Linkages requirements.
   b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
   c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
      (1) The reasonable rent for the unit as most recently determined or redetermined by the HA in accordance with Linkages requirements, or
      (2) Rent charged by the owner for comparable unassisted units in the premises.

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

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

a. Maintenance
   (1) The owner must maintain the unit and premises in accordance with the HQS.
   (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

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

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

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

8. Termination of Tenancy by Owner

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

b. Grounds. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
   (1) Serious or repeated violation of the lease;
   (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
   (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
   (4) Other good cause (as provided in paragraph d).

c. Criminal activity or alcohol abuse.
   (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident’s control commits any of the following types of criminal activity:
      (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
      (b) Any violent criminal activity on or near the premises;
      (c) Any drug-related criminal activity on or near the premises.
   (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
      (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
      (b) Violating a condition of probation or parole under Federal or State law.
   (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
   (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy
   (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
   (2) During the initial lease term or during any extension term, other good cause includes:
      (a) Disturbance of neighbors,
      (b) Destruction of property, or
      (c) Living or housekeeping habits that cause damage to the unit or premises.
   (3) After the initial lease term, such good cause includes:
      (a) The tenant’s failure to accept the owner’s offer of a new lease or revision;
      (b) The owner’s desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
      (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner’s desire to rent the unit for a higher rent).

e. Protections for Victims of Abuse.
   (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of such a victim.
   (2) Criminal activity directly relating to abuse, engaged in by a
member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of domestic violence, dating violence, or stalking.

(3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a HA, owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.

(4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

(5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

(6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

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

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

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

9. Lease: Relation to HAP Contract
   If the HAP contract terminates for any reason, the lease terminates automatically.

10. HA Termination of Assistance
   The HA may terminate program assistance for the family for any grounds authorized in accordance with Linkages requirements. If the HA terminates program assistance for the family, the lease terminates automatically.

11. Family Move Out
   The tenant must notify the HA and the owner before the family moves out of the unit.

12. Security Deposit
   a. The owner may collect a security deposit from the tenant. (However, the HA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such HA-required restriction must be specified in the HAP contract.)
   b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
   c. The owner must follow applicable New Mexico law and give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
   d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

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

14. Conflict with Other Provisions of Lease
a. The terms of the tenancy addendum are prescribed by Linkages in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant’s family under the Section 8 voucher program.

b. In case of any conflict between the provisions of the tenancy addendum as required by MFA, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the MFA-required tenancy addendum shall control.

15. Changes in Lease or Rent

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the HA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the HA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

(1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;

(2) If there are any changes in lease provisions governing the term of the lease;

(3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. HA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the HA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the HA in accordance with Linkages requirements.
16. Notices
Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

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

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

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

**Household.** The persons who may reside in the contract unit. The household consists of the family and any HA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)
Appendix 22: Recertification Letters 1, 2, and 3
Dear Tenant:

The Linkages program requires that all recipients of subsidy have their household certified for eligibility on an annual basis. We are required to verify relevant information so that tenant rents and assistance payments (if applicable) may be recomputed.

Your re-certification must be completed by the 10th of the month preceding your annual date. This means we must hear from you by ______________. (Insert date)

To complete our review of your household income and family composition, you must supply me with the requested information checked below:

- Receipts or stubs for employment, unemployment, social security, supplemental security income, alimony/child support payments, etc.
- Information regarding savings and checking accounts, trusts, certificates of deposits, stocks/bonds, retirement/investment accounts, etc.

Please call me at (   ) ####-#### to schedule an appointment as soon as possible. Failure to comply with this request may result in termination of your subsidy payments.

Sincerely,

Your name

Your Address

Cc: [applicable parties as permitted by releases of information including Housing Support Agency]
SAMPLE 2nd ANNUAL CERTIFICATION NOTICE

Certified Mail

Date

Tenant Name
Tenant Address
Tenant Address

Dear Tenant:

The Linkages program requires that all recipients of subsidy have their household certified for eligibility on an annual basis. We are required to verify relevant information so that tenant rents and assistance payments (if applicable) may be recomputed.

Your re-certification must be completed by the 10th of the month preceding your annual date. This means we must hear from you by ____________. (Insert date) **This letter is our second written notice to you.**

If we do not hear from you by the date stated above we may stop your payments effective ___________.(anniversary date)

To complete our review of your household income and family composition, you must supply me with the requested information checked below:

- Receipts or stubs for employment, unemployment, social security, supplemental security income, alimony/child support payments, etc.
- Information regarding savings and checking accounts, trusts, certificates of deposits, stocks/bonds, retirement/investment accounts, etc.

Please call me at (     ) ###-#### to schedule an appointment as soon as possible. Failure to comply with this request may result in termination of your subsidy payments.

Sincerely,

Your name
Your Address
Date

Tenant Name
Tenant Address
Tenant Address

Dear Tenant:

The Linkages program requires that all recipients of subsidy have their household certified for eligibility on an annual basis. We are required to verify relevant information so that tenant rents and assistance payments (if applicable) may be recomputed. This letter is our third written notice to you.

You have ten (10) days from the date of this letter to re-certify.

If we do not hear from you by the date stated above we may stop your payments or terminate you from the program effective _________.(anniversary date)

To complete our review of your household income and family composition, you must supply me with the requested information checked below:

- Receipts or stubs for employment, unemployment, social security, supplemental security income, alimony/child support payments, etc.
- Information regarding savings and checking accounts, trusts, certificates of deposits, stocks/bonds, retirement/investment accounts, etc.

Please call me at ( ) ###-#### to schedule an appointment as soon as possible. Failure to comply with this request may result in termination of your subsidy payments.

Sincerely,

Your name
Your Address
Appendix 23: HA Payment Request Form
## Monthly Reimbursement Request Form

**VO-MFA Linkages Program**

**Request for Reimbursement**
New Mexico Mortgage Finance Authority

### PAYMENT REQUESTED BY:

<table>
<thead>
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<th>Agency Name:</th>
<th>Month:</th>
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<tr>
<td>Contact Person:</td>
<td>Telephone No.</td>
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<tr>
<td>Mailing Address:</td>
<td>Invoice No:</td>
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<td>Contract Number:</td>
<td>Total No. of Lease up</td>
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<td>Tax I.D. Number:</td>
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### Request For Grant and Loan Activity Funds Only

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<th>Tenant Name</th>
<th>Tribal Status Yes or No</th>
<th>Interim (x)</th>
<th>Annual (x)</th>
<th>Federal Funds</th>
<th>State Funds</th>
<th>For MFA Use Only</th>
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**TOTAL**

Requests submitted without, or with incomplete reports will not be processed until a completed report is provided.
## Draw Request for Administrative Funds Only

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<th>Total Budget</th>
<th>Current Expenditures</th>
<th>Year to Date Expenditures</th>
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<td>VO-MFA Admin</td>
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<td><strong>TOTAL</strong></td>
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I hereby certify that the total amount due services related to the Scope of Work for the agreement.

___________________________________________
Authorized Official Signature

Date

___________________________________________
MFA Approval

Date

Rev 11/07
PREFACE

AANM legislative involvement. The Apartment Association of New Mexico believes that the statutes contained in this book do not restrict the fair and businesslike operation of residential rental units. The laws protect the interest of both owners and residents. AANM was instrumental in the passage of a number of these laws and continues to be instrumental in the drafting and adoption of legislation that will further improve the act.

Statutes. This book contains state statutes which effect all residential tenancies in the State of New Mexico, regardless of size or nature of the dwelling and regardless of the private or public nature of the owner. This book has been prepared to assist owners and managers of all types of residential rental dwellings.

Updating. All statutes are current as of the end of the 2003 regular session of the New Mexico Legislature. This Act was last amended in the 1999 regular session.

The following sections have been amended, added or repealed, since the enactment of the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51] in 1975:

(Section, title, action, year)
47-8-1. Short Title. Amended 1995
47-8-4. Principles of law and equity. Amended 1995
47-8-15. Payment of Rent. Amended 1995
47-8-19. Owner disclosure. Amended 1995
47-8-22. Obligations of resident. Amended 1995
47-8-23. Application of rules or regulations. Amended 1995
47-8-24. Right of entry. Amended 1995
47-8-26. Delivery of Possession. Amended 1999
47-8-27. Non compliance by owner. Repealed 1995
47-8-27.1. Breach of Agreement by owner and relief by resident. Added 1995
47-8-27.2. Abatement. Added 1995
47-8-28. Failure to deliver possession. Repealed 1999
47-8-29. Resident Rights in event of breach. Repealed 1995
47-8-32. Unlawful removal and penalty. Repealed 1995
47-8-33. Breach of agreement by resident and relief by owner. Amended 1999, 1995
47-8-34.1 Disposition of property left on premises. Added 1995
47-8-36. Unlawful removal and diminution of services prohibited. Amended 1995
47-8-36.1 Landlord lien. Added 1995
47-8-40. Action for possession by owner. Amended 1995
47-8-43. Issuance of summons. Amended 1995
47-8-46. Writ of restitution. Amended 1995
47-8-48. Prevailing party rights in law suit; civil penalties. Amended 1995
47-8-49. Unlawful and forcible entry. Amended 1995

**Forms.** All forms included in this book are accepted court forms and are available from the Magistrate or Metropolitan Courts as shown or similar. Please note that these forms are provided as samples only and are subject to change at anytime by the Courts. The 3, 7, and 30 day notice forms are also available from AANM in a three part carbon less format, as well as rental applications, rental agreements, pet agreements, notice of intent to vacate, move in/move out inspection forms and others.

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Chapter 47

Article 8
Uniform Owner-Resident Relations Act

47-8-1. Short title.

Sections 47-8-1 through 47-8-51 NMSA 1978 may be cited as the “Uniform Owner-Resident Relations Act”.

47-8-2. Purpose.

The purpose of the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978] is to simplify, clarify, modernize and revise the law governing the rental of dwelling units and the rights and obligations of owner and resident, and to encourage the owners and the residents to maintain and improve the quality of housing in New Mexico.

47-8-3. Definitions.

As used in the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978]:

A. “abandonment” means absence of the resident from the dwelling, without notice to the owner, in excess of seven continuous days; providing such absence occurs only after rent for the dwelling unit is delinquent;

B. “action” includes recoupment, counterclaim, set off, suit in equity and any other proceeding in which rights are determined, including an action for possession;

C. “amenity” means a facility appurtenance or area supplied by the owner and the absence of which would not materially affect the health and safety of the resident or the habitability of the dwelling unit;

47-8-3. Definitions. - Continued
D. “codes” includes building codes, housing codes, health and safety codes, sanitation codes and any law, ordinance or governmental regulation concerning fitness for habitation or the construction, maintenance, operation, occupancy or use of a dwelling unit;

E. “deposit” means an amount of currency or instrument delivered to the owner by the resident as a pledge to abide by terms and conditions of the rental agreement;

F. “dwelling unit” means a structure, mobile home or the part of a structure, including a hotel or motel, that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household and includes a parcel of land leased by its owner for use as a site for the parking of a mobile home;

G. “eviction” means any action initiated by the owner to regain possession of a dwelling unit and use of the premises under terms of the Uniform Owner-Resident Relations Act;

H. “fair rental value” is that value that is comparable to the value established in the market place;

I. “good faith” means honesty in fact in the conduct of the transaction concerned as evidenced by all surrounding circumstances;

J. “normal wear and tear” means deterioration that occurs based upon the use for which the rental unit is intended, without negligence, carelessness, accident, abuse or intentional damage of the premises, equipment or chattels of the owner by the residents or by any other person in the dwelling unit or on the premises with the resident's consent; however, uncleanliness does not constitute normal wear and tear;

K. “organization” includes a corporation, government, governmental subdivision or agency thereof, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest or any other legal or commercial entity;

L. “owner” means one or more persons, jointly or severally, in whom is vested:

47-8-3. Definitions. - Continued
(1) all or part of the legal title to property, but shall not include the limited partner in an association regulated under the Uniform Limited Partnership Act [Chapter 54, Article 2 NMSA 1978]; or

(2) all or part of the beneficial ownership and a right to present use and enjoyment of the premises and agents thereof and includes a mortgagee in possession and the lessors, but shall not include a person or persons, jointly or severally, who as owner leases the entire premises to a lessee of vacant land for apartment use;

M. “person” includes an individual, corporation, entity or organization;

N. “premises” means facilities, facilities and appurtenances, areas and other facilities held out for use of the resident or whose use is promised to the resident coincidental with occupancy of a dwelling unit;

O. “rent” means payments in currency or in kind under terms and conditions of the rental agreement for use of a dwelling unit or premises, to be made to the owner by the resident, but does not include deposits;

P. “rental agreement” means all agreements between an owner and resident and valid rules and regulations adopted under Section 47-8-23 NMSA 1978 embodying the terms and conditions concerning the use and occupancy of a dwelling unit or premises;

Q. “resident” means a person entitled under a rental agreement to occupy a dwelling unit in peaceful possession to the exclusion of others and includes the owner of a mobile home renting premises, other than a lot or parcel in a mobile home park, for use as a site for the location of the mobile home;

R. “roomer” means a person occupying a dwelling unit that lacks a major bathroom or kitchen facility in a structure where one or more major facilities are used in common by occupants of the dwelling units. As referred to in this subsection, “major facility”, in the case of a bathroom, means toilet and either a bath or shower and, in the case of a kitchen, means refrigerator, stove or sink;

S. “single family residence” means a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls
with another dwelling unit, it is a single family residence if it has direct
access to a street or thoroughfare and shares neither heating facilities, hot
water equipment nor any other essential facility or service with any other
dwelling unit;

T. “substantial violation” means a violation of the rental agreement or rules
and regulations by the resident or occurring with the resident’s consent
that occurs in the dwelling unit, on the premises or within three hundred
feet of the premises and that includes the following conduct, which shall
be the sole grounds for a substantial violation:

(1) possession, use, sale, distribution or manufacture of a controlled
substance, excluding misdemeanor possession and use;

(2) unlawful use of a deadly weapon;

(3) unlawful action causing serious physical harm to another person;

(4) sexual assault or sexual molestation of another person;

(5) entry into the dwelling unit or vehicle of another person without
that person's permission and with intent to commit theft or assault;

(6) theft or attempted theft of the property of another person by use or
threatened use of force; or

(7) intentional or reckless damage to property in excess of one
thousand dollars ($1000.00).

U. “term” is the period of occupancy specified in the rental agreement; and

V. “transient occupancy” means occupancy of a dwelling unit for which rent
is paid on less than a weekly basis or where the resident has not
manifested an intent to make the dwelling unit a residence or household.

47-8-4. Principles of law and equity.
Unless displaced by the provisions of the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978], the principles of law and equity, including the law relating to capacity to contract, mutuality of obligations, equitable abatement, principal and agent, real property, public health, safety and fire prevention, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy or other validating or invalidating cause supplement its provisions.

47-8-5. General act.

The Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978] being a general act is intended as a unified coverage of its subject matter, and no part of it is to be construed as impliedly repealed by subsequent legislation if that construction can reasonably be avoided.

47-8-6. Recovery of damages.

A. The remedies provided by the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978] shall be so administered that the aggrieved party may recover damages as provided in the Uniform Owner-Resident Relations Act. The aggrieved party has a duty to mitigate damages.

B. Any right or obligation declared by the Uniform Owner-Resident Relations Act is enforceable by action unless the provision declaring it specifies a different and limited effect.

47-8-7. Provision for agreement.

A claim or right arising under the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978] or on a rental agreement may be settled by agreement.

47-8-8. Rights, obligations and remedies.

The Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978] applies to, regulates and determines rights, obligations and remedies under a rental agreement, wherever made, for a dwelling unit located within this state.

47-8-9. Exemptions.
Unless created to avoid the application of the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978], the following arrangements are exempted by that act:

A. residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, counseling, religious, educational when room and board are an entity or similar service;

B. occupancy under a contract of sale of a dwelling unit or the property of which it is part, if the occupant is the purchaser or a person who succeeds to his interest;

C. occupancy by a member of a fraternal or social organization in the portion of a structure operated for the benefit of the organization;

D. transient occupancy in a hotel or motel;

E. occupancy by an employee of an owner pursuant to a written rental or employment agreement that specifies the employee's right to occupancy is conditional upon employment in and about the premises; and

F. occupancy under a rental agreement covering premises used by the occupant primarily for agricultural purposes.

47-8-10. Judicial jurisdiction.

A. The district or magistrate court of this state may exercise jurisdiction over any person with respect to any conduct in this state governed by the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978] or with respect to any claim arising from a transaction subject to this act for a dwelling unit located within its jurisdictional boundaries. In addition to any other method provided by rule or by statute, personal jurisdiction over a person may be acquired in a civil action or proceeding instituted in the district or magistrate court by the service of process in the manner provided by this section.

B. If a person is not a resident of this state or is a corporation not authorized to do business in this state and engages in any conduct in this state governed by the Uniform Owner-Resident Relations Act, or engages in a transaction

47-8-10. Judicial jurisdiction. - Continued
subject to this act, he may designate an agent upon whom service of process may be made in this state. The agent shall be a resident of this state or a corporation authorized to do business in this state. The designation shall be in writing and shall be filed with the secretary of state. If no designation is made and filed or if process cannot be served in this state upon the designated agent, process may be served upon the secretary of state, but service upon him is not effective unless the plaintiff or petitioner immediately mails a copy of the process and pleading by registered or certified mail to the defendant or respondent at his last reasonably ascertainable address. An affidavit of compliance with this section shall be filed with the clerk of the court on or before the return day of the process, if any, or within any further time the court allows.

47-8-11. Obligation of good faith.

Every duty under the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978] and every act which must be performed as a condition precedent to the exercise of a right or remedy under the Uniform Owner-Resident Relations Act imposes an obligation of good faith in its performance or enforcement.

47-8-12. Inequitable agreement provision.

A. If the court, as a matter of law, finds that any provision of a rental agreement was inequitable when made, the court may limit the application of such inequitable provisions to avoid an inequitable result.

B. If inequitability is put into issue by a party to the rental agreement, the parties to the rental agreement shall be afforded a reasonable opportunity to present evidence as to the setting, purpose and effect of the rental agreement, or settlement, to aid the court in making determination.


A. A person has notice of a fact if:

(1) he has actual knowledge of it;

47-8-13. Service of notice. - Continued
he has received a notice or notification of it; or

(3) from all facts and circumstances known to him at the time in question he has reason to know that it exists.

B. A person notifies or gives a notice or notification to another by taking steps reasonably calculated to inform the other in ordinary course, whether or not the other actually comes to know of it.

C. A person receives a notice or notification:

(1) when it comes to his attention;

(2) where written notice to the owner is required, when it is mailed or otherwise delivered at the place of business of the owner through which the rental agreement was made or at any place held out by him as the place for receipt of the communication; or

(3) if written notice to the resident is required, when it is delivered in hand to the resident or mailed to him at the place held out by him as the place for receipt of the communication, or in the absence of such designation, to his last known place of residence.

D. Notwithstanding any other provisions of this section, notice to a resident for nonpayment of rent shall be effective only when hand delivered or mailed to the resident or posted on an exterior door of the dwelling unit. In all other cases where written notice to the resident is required, even if there is a notice by posting, there must also be a mailing of the notice by first class mail or hand delivery of the notice to the resident. The date of a posting shall be included in any notice posted, mailed or hand delivered, and shall constitute the effective date of the notice. A posted notice shall be affixed to a door by taping all sides or placed in a fixture or receptacle designed for notices or mail.

E. Notice, knowledge or a notice or notification received by the resident or person is effective for a particular transaction from the time it is brought to the attention of the resident or person conducting that transaction, and in any event from the time it would have been brought to the resident's or person's attention if the resident or person had exercised reasonable diligence.

47-8-3. Service of notice. - Continued
F. Where service of notice is required under the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978], and the item is mailed but returned as undeliverable, or where the last known address is the vacated dwelling unit, the owner shall serve at least one additional notice if an alternative address has been provided to the owner by the resident.

47-8-14. Terms and conditions of agreement.

The owner and resident may include in a rental agreement terms and conditions not prohibited by the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978] or other rule of law including rent, term of the agreement or other provisions governing the rights and obligations of the parties.

47-8-15. Payment of rent.

A. The resident shall pay rent in accordance with the rental agreement. In the absence of an agreement, the resident shall pay as rent the fair rental value for the use of the premises and occupancy of the dwelling unit.

B. Rent is payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit. Unless otherwise agreed, periodic rent is payable at the beginning of any term of one month or less and otherwise in equal monthly installments at the beginning of each monthly period. The date of one month to the same date of the following month shall constitute a term of one month.

C. Unless the rental agreement fixes a definite term, the residency is week-to-week in the case of a person who pays weekly rent and in all other cases month-to-month.

D. If the rental agreement provides for the charging of a late fee, and if the resident does not pay rent in accordance with the rental agreement, the owner may charge the resident a late fee in an amount not to exceed ten percent of the total rent payment for each rental period that the resident is in default. To assess a late fee, the owner shall provide notice of the late fee charged no later than the last day of the next rental period immediately following the period in which the default occurred.

47-8-15. Payment of rent. - Continued
E. An owner may not assess a fee from the resident for occupancy of the dwelling unit by a reasonable number of guests for a reasonable length of time. This shall not preclude charges for use of premises or facilities other than the dwelling unit by guests.

F. An owner may increase the rent payable by the resident in a month-to-month residency by providing written notice to the resident of the proposed increase at least thirty days prior to the periodic rental date specified in the rental agreement or, in the case of a fixed term residency, at least thirty days prior to the end of the term. In the case of a periodic residency of less than one month, written notice shall be provided at least one rental period in advance of the first rental payment to be increased.

G. Unless agreed upon in writing by the owner and the resident, a resident's payment of rent may not be allocated to any deposits or damages.

47-8-16. Waiver of rights prohibited.

No rental agreement may provide that the resident or owner agrees to waive or to forego rights or remedies under the law.

47-8-17. Unlawful agreement provision.

If an owner deliberately uses a rental agreement containing provisions known by him to be prohibited by law, the resident may recover damages sustained by him resulting from application of the illegal provision and reasonable attorney's fees.

47-8-18. Deposits.

A. An owner is permitted to demand from the resident a reasonable deposit to be applied by the owner to recover damages, if any, caused to the premises by the resident during his term of residency.

(1) Under the terms of an annual rental agreement, if the owner demands or receives of the resident such a deposit in an amount greater than one month's rent, the owner shall be required to pay to the resident
annually an interest equal to the passbook interest permitted to savings and loan associations in this state by the federal home loan bank board on such deposit.

(2) Under the terms of a rental agreement of a duration less than one year, an owner shall not demand or receive from the resident such a deposit in an amount in excess of one month's rent.

B. It is not the intention of this section to include the last month's prepaid rent, which may be required by the rental agreement as a deposit as defined in Subsection D of Section 47-8-3 NMSA 1978. Any deposit as defined in Paragraph (1) of Subsection A of this section shall not be construed as prepaid rent.

C. Upon termination of the residency, property or money held by the owner as deposits may be applied by the owner to the payment of rent and the amount of damages which the owner has suffered by reason of the resident's noncompliance with the rental agreement or Section 47-8-22 NMSA 1978. No deposit shall be retained to cover normal wear and tear. In the event actual cause exists for retaining any portion of the deposit, the owner shall provide the resident with an itemized written list of the deductions from the deposit and the balance of the deposit, if any, within thirty days of the date of termination of the rental agreement or resident departure, whichever is later. The owner is deemed to have complied with this section by mailing the statement and any payment required to the last known address of the resident. Nothing in this section shall preclude the owner from retaining portions of the deposit for nonpayment of rent or utilities, repair work or other legitimate damages.

D. If the owner fails to provide the resident with a written statement of deductions from the deposit and the balance shown by the statement to be due, within thirty days of the termination of the tenancy, the owner:

(1) shall forfeit the right to withhold any portion of the deposit;

(2) shall forfeit the right to assert any counterclaim in any action brought to recover that deposit;

47-8-18. Deposits. - Continued
(3) shall be liable to the resident for court costs and reasonable attorneys' fees; and

(4) shall forfeit the right to assert an independent action against the resident for damages to the rental property.

E. An owner who in bad faith retains a deposit in violation of this section is liable for a civil penalty in the amount of two hundred fifty dollars ($250) payable to the resident.

47-8-19. Owner disclosure.

A. The owner or any person authorized to enter into a rental agreement on his behalf shall disclose to the resident in writing at or before the commencement of the residency the name, address and telephone number of:

(1) the person authorized to manage the premises; and

(2) an owner of the premises or a person authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.

B. The information required to be furnished by this section shall be kept current, and this section extends to and is enforceable against any successor, owner or manager.

C. A person designated under Paragraph (2) of Subsection A of this section becomes an agent of each person who is an owner for the purpose of service of process and receiving and receipting for notices and demands. A person designated under Paragraph (1) of Subsection A of this section becomes an agent of each person who is an owner for the purpose of performing the obligations of the owner under the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978] and under the rental agreement.

D. Failure of the owner to comply with this section shall relieve the resident from the obligation to provide notice to the owner as required by the Uniform Owner-Resident Relations Act.

47-8-20. Obligations of owner.
A. The owner shall:

(1) substantially comply with requirements of the applicable minimum housing codes materially affecting health and safety;

(2) make repairs and do whatever is necessary to put and keep the premises in a safe condition as provided by applicable law and rules and regulations as provided in Section 47-8-23 NMSA 1978;

(3) keep common areas of the premises in a safe condition;

(4) maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, if any, supplied or required to be supplied by him;

(5) provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for their removal from the appropriate receptacle; and

(6) supply running water and a reasonable amount of hot water at all times and reasonable heat except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the resident and supplied by a direct public utility connection.

B. If there exists a minimum housing code applicable to the premises, the owner's maximum duty under this section shall be determined by Paragraph (1) of Subsection A of this section. The obligations imposed by this section are not intended to change existing tort law in the state.

C. The owner and resident of a single family residence may agree that the resident perform the owner's duties specified in Paragraphs (5) and (6) of Subsection A of this section and also specified repairs, maintenance tasks, alterations and remodeling, but only if the transaction is in writing, for consideration, entered into in good faith and not for the purpose of evading the obligations of the owner.

47-8-20. Obligations of owner. - Continued
D. The owner and resident of a dwelling unit other than a single family residence may agree that the resident is to perform specified repairs, maintenance tasks, alterations or remodeling only if:

(1) the agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the owner and is set forth in a separate writing signed by the parties and supported by consideration; and

(2) the agreement does not diminish or affect the obligation of the owner to other residents in the premises.

E. Notwithstanding any provision of this section, an owner may arrange with a resident to perform the obligations of the owner. Any such arrangement between the owner and the resident will not serve to diminish the owner's obligations as set forth in this section, nor shall the failure of the resident to perform the obligations of the owner serve as a basis for eviction or in any way be considered a material breach by the resident of his obligations under the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978] or the rental agreement.

F. In multi-unit housing, if there is separate utility metering for each unit, the resident shall receive a copy of the utility bill for his unit upon request made to the owner or his agent. If the unit is submetered, the resident shall then be entitled to receive a copy of the apartment's utility bill. When utility bills for common areas are separately apportioned between units and the costs are passed on to the residents of each unit, each resident may, upon request, receive a copy of all utility bills being apportioned. The calculations used as the basis for apportioning the cost of utilities for common areas and submetered apartments shall be made available to any resident upon request. The portion of the common area cost that would be allocated to an empty unit if it were occupied shall not be allocated to the remaining residents. It is solely the owner's responsibility to supply the items and information in this subsection to the resident upon request. The owner may charge an administrative fee not to exceed five dollars ($5.00) for each monthly request of the items in this subsection.

G. The owner shall provide a written rental agreement to each resident prior to the beginning of occupancy.

47-8-21. Relief of owner liability.
A. Unless otherwise agreed, upon termination of the owner's interest in the dwelling unit, including but not limited to terminations of interest by sale, assignment, death, bankruptcy, appointment of receiver or otherwise, the owner is relieved of all liability under the rental agreement and of all obligations under the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978] as to events occurring subsequent to written notice to the resident of the termination of the owner's interest. The successor in interest to the owner shall be liable for all obligations under the rental agreement or under the Uniform Owner-Resident Relations Act. Upon receipt by the resident of written notice of the termination of the owner's interest in the dwelling unit, the resident shall pay all future rental payments, when due, to the successor in interest to the owner.

B. Unless otherwise agreed, a manager of premises that include a dwelling unit is relieved of liability under the rental agreement and the Uniform Owner-Resident Relations Act as to events occurring after written notice to the resident of the termination of his management.

47-8-22. Obligations of resident.

The resident shall:

A. comply with obligations imposed upon residents by applicable minimum standards of housing codes materially affecting health or safety;

B. keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit, and, upon termination of the residency, place the dwelling unit in as clean condition, excepting ordinary wear and tear, as when residency commenced;

C. dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;

D. keep all plumbing fixtures in the dwelling unit or used by the resident as clean as their condition permits;

E. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning and other facilities and appliances including elevators, if any, in the premises;

47-8-22. Obligations of resident. - Continued
F. not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;

G. conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises;

H. abide by all bylaws, covenants, rules or regulations of any applicable condominium regime, cooperative housing agreement or neighborhood association not inconsistent with owner's rights or duties; and

I. not knowingly commit or consent to any other person knowingly committing a substantial violation.

47-8-23. Application of rules or regulations.

An owner, from time to time, may adopt rules or regulations, however described, concerning the resident's use and occupancy of the premises. They are enforceable as provided in Section 47-8-33 NMSA 1978 against the resident only if:

A. their purpose is to promote the appearance, convenience, safety or welfare of the residents in the premises, preserve the owner's property from abusive use or make a fair distribution of services and facilities held out for the residents generally;

B. they are reasonably related to the purpose for which they are adopted;

C. they apply to all residents in the premises in a fair manner;

D. they are sufficiently explicit in their prohibition, direction or limitation of the resident's conduct to fairly inform him of what he must or must not do to comply;

E. they are not for the purpose of evading the obligations of the owner; and

F. the resident is presented with copies of existing rules and regulations at the time he enters into the rental agreement and is presented notice of
amendments to the rules and regulations and rules and regulations adopted subsequent to the time he enters into the rental agreement. A rule or regulation adopted after the resident enters into the rental agreement is enforceable against the resident if reasonable notice of its adoption is given to the resident and it does not work a substantial modification of his bargain.

47-8-24. Right of entry.

A. The resident shall, in accordance with provisions of the rental agreement and notice provisions as provided in this section, consent to the owner to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, prospective residents, workmen or contractors; provided that:

(1) unless otherwise agreed upon by the owner and resident, the owner may enter the resident's dwelling unit pursuant to this subsection only after giving the resident twenty-four hours written notification of his intent to enter, the purpose for entry and the date and reasonable estimate of the time frame of the entry;

(2) this subsection is not applicable to entry by the owner to perform repairs or services within seven days of a request by the resident or when the owner is accompanied by a public official conducting an inspection or a cable television, electric, gas or telephone company representative; and

(3) where the resident gives reasonable prior notice and alternate times or dates for entry and it is practicable or will not result in economic detriment to the owner, then the owner shall attempt to reasonably accommodate the alternate time of entry.

B. The owner may enter the dwelling unit without consent of the resident in case of an emergency.

C. The owner shall not abuse the right of access.

47-8-24. Right of entry. - Continued
D. The owner has no other right of access except by court order, as permitted by this section if the resident has abandoned or surrendered the premises or if the resident has been absent from the premises more than seven days, as permitted in Section 47-8-34 NMSA 1978.

E. If the resident refuses to allow lawful access, the owner may obtain injunctive relief to compel access or terminate the rental agreement. In either case, the owner may recover damages.

F. If the owner makes an unlawful entry, or a lawful entry in an unreasonable manner, or makes repeated demands for entry that are otherwise lawful but that have the effect of unreasonably interfering with the resident's quiet enjoyment of the dwelling unit, the resident may obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement. In either case, the resident may recover damages.

47-8-25. Use of dwelling unit limited.

Unless otherwise agreed, the resident shall occupy his dwelling unit only as a dwelling unit and in compliance with terms and conditions of the rental agreement. The rental agreement may require that the resident notify the owner of any anticipated extended absence from the premises in excess of seven days no later than the first day of the extended absence.

47-8-26. Delivery of possession.

A. At the time specified in the rental agreement for the commencement of occupancy, the owner shall deliver possession of the premises to the resident in compliance with the rental agreement and Section 47-8-20 NMSA 1978. The owner may bring an action for possession against the resident or any person wrongfully in possession and may recover the damages provided in Subsection F of Section 47-8-33 NMSA 1978.

B. If the owner fails to deliver possession of the premises to the prospective resident as provided in Subsection A of this section, one hundred percent of the rent abates until possession is delivered and the prospective resident may:

47-8-26. Delivery of possession. - Continued
(1) upon written notice to the owner, terminate the rental agreement effective immediately. Upon termination the owner shall return all prepaid rent and deposits; or

(2) demand performance of the rental agreement by the owner and, if the prospective resident elects, maintain an action for possession of the premises against any person wrongfully withholding possession and recover the damages sustained by him and seek the remedies provided in Section 47-8-48 NMSA 1978.

C. If the owner makes reasonable efforts to obtain possession of the premises and returns prepaid rents, deposits and fees within seven days of receiving a prospective resident's notice of termination, the owner shall not be liable for damages under this section.

47-8-27. Repealed.

47-8-27.1. Breach of agreement by owner and relief by resident.

A. Upon the failure of the owner to perform his obligations as required by Section 47-8-20 NMSA 1978, the resident shall give written notice to the owner specifying the breach and:

(1) if there is a material noncompliance by the owner with the rental agreement or a noncompliance with the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978] materially affecting health and safety, the resident shall deliver a written notice to the owner specifying the acts and omissions constituting the breach. The notice shall state that the rental agreement will terminate upon a date not less than seven days after receipt of the notice if a reasonable attempt to remedy the breach is not made in seven days, and the rental agreement shall terminate as provided in the notice. If the owner makes a reasonable attempt to adequately remedy the breach prior to the date specified in the notice, the rental agreement shall not terminate. If the rental agreement is terminated by the resident and possession restored to the owner, the owner shall return the balance,
47-8-27.1. Breach of agreement by owner and relief by resident. - Continued

if any, of prepaid rent and deposit to which the resident is entitled pursuant to the rental agreement or Section 47-8-18 NMSA 1978; or

(2) the resident may be entitled to abatement of the rent as provided in Section 47-8-27.2 NMSA 1978.

B. The rights provided under this section do not arise if the condition was caused by the deliberate or negligent act or omission of the resident, a member of his family or other person on the premises with his consent. If the noncompliance with the rental agreement or with Section 47-8-20 NMSA 1978 results solely from circumstances beyond the owner's control, the resident is entitled only to those remedies set forth in Paragraph (1) or (2) of this subsection and is not entitled to an action for damages or injunctive relief against the owner.

C. The resident may also recover damages and obtain injunctive relief for any material noncompliance by the owner with the rental agreement or the provisions of Section 47-8-20 NMSA 1978. The remedy provided in this subsection is in addition to any right of the resident arising under Subsection A of this section.

D. If the resident proceeds under Paragraph (1) of Subsection A of this section, he shall not proceed under Paragraph (2) of Subsection A of this section in the same rental period for the same violation. If the resident proceeds under Paragraph (2) of Subsection A of this section, he shall not proceed under Paragraph (1) of Subsection A of this section in the same rental period for the same violation. A resident may, however, proceed under another paragraph of Subsection A of this section for a subsequent violation or the same violation that occurs in subsequent rental periods.

E. When the last day for remedying any breach pursuant to the written notice required under the Uniform Owner-Resident Relations Act occurs on a weekend or federal holiday, the period to remedy shall be extended until the next day that is not a weekend or federal holiday.
47-8-27.2. Abatement.

A. If there is a violation of Subsection A of Section 47-8-20 NMSA 1978, other than a failure or defect in an amenity, the resident shall give written notice to the owner of the conditions needing repair. If the owner does not remedy the conditions set out in the notice within seven days of the notice, the resident is entitled to abate rent as set forth below:

1. one-third of the pro-rata daily rent for each day from the date the resident notified the owner of the conditions needing repair, through the day the conditions in the notice are remedied. If the conditions complained of continue to exist without remedy through any portion of subsequent rental period, the resident may abate at the same rate for each day that the conditions are not remedied; and

2. one hundred percent of the rent for each day from the date the resident notified the owner of the conditions needing repair until the date the breach is cured if the dwelling is uninhabitable and the resident does not inhabit the dwelling unit as a result of the condition.

B. For each rental period in which there is a violation under Subsection A of this section, the resident may abate the rent or may choose an alternate remedy in accordance with the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978]. The choice of one remedy shall not preclude the use of an alternate remedy for the same violation in a subsequent rental period.

C. If the resident's rent is subsidized in whole or in part by a government agency, the abatement limitation of one month's rent shall mean the total monthly rent paid for the dwelling and not the portion of the rent that the resident alone pays. Where there is a third party payor, either the payor or the resident may authorize the remedy and may abate rent payments as provided in this section.

D. Nothing in this section shall limit a court in its discretion to apply equitable abatement.

E. Nothing in this section shall entitle the resident to abate for the unavailability of an amenity.

47-8-29.  Repealed.

47-8-30.  Action for counterclaim for resident.

A. In an action for possession based upon nonpayment of rent or in an action for rent where the resident is in possession, the resident may counterclaim for any amount which he may recover under the rental agreement or the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978], providing that the resident shall be responsible for payment to the owner of the rent specified in the rental agreement during his period of possession. Judgment shall be entered in accordance with the facts of the case.

B. If the defense or counterclaim by the resident is without merit and is not raised in good faith, the owner may recover reasonable attorney's fees and his court costs.

C. If the action or reply to the counterclaim is without merit and is not in good faith, the resident may recover reasonable attorney's fees and his court costs.

47-8-31.  Resident rights following fire or casualty.

A. If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the resident may:

(1) vacate the premises and notify the owner in writing within seven days thereafter of his intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

(2) if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the resident's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.
B. If the rental agreement is terminated, the owner shall return the balance, if any, of prepaid rent and deposits recoverable under Section 18 [47-8-18 NMSA 1978] of the Uniform Owner-Resident Relations Act. Accounting for rent, in the event of termination or apportionment, is to occur as of the date of the vacation. Notwithstanding the provisions of this section, the resident is responsible for damage caused by his negligence.

47-8-32. Repealed.

47-8-33. Breach of agreement by resident and relief by owner.

A. Except as provided in the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978], if there is noncompliance with Section 47-8-22 NMSA 1978 materially affecting health and safety or upon the initial material noncompliance by the resident with the rental agreement or any separate agreement, the owner shall deliver a written notice to the resident specifying the acts and omissions constituting the breach, including the dates and specific facts describing the nature of the alleged breach, and stating that the rental agreement will terminate upon a date not less than seven days after receipt of the notice if the breach is not remedied in seven days.

B. Upon the second material noncompliance with the rental agreement or any separate agreement by the resident, within six months of the initial breach, the owner shall deliver a written notice to the resident specifying the acts and omissions constituting the breach, including the dates and specific facts describing the nature of the alleged breach, and stating that the rental agreement shall terminate upon a date not less than seven days after receipt of the notice. If the subsequent breach occurs more than six months after the initial breach, it shall constitute an initial breach for purposes of applying the provisions of this section.

C. The initial notice provided in this section shall state that the rental agreement will terminate upon the second material noncompliance with the rental agreement or any separate agreement by the resident, within six
months of the initial breach. To be effective, any notice pursuant to this subsection shall be given within thirty days of the breach or knowledge thereof.

D. If rent is unpaid when due and the resident fails to pay rent within three days after written notice from the owner of nonpayment and his intention to terminate the rental agreement, the owner may terminate the rental agreement

47-8-33. Breach of agreement by resident and relief by owner. - Continued

and the resident shall immediately deliver possession of the dwelling unit; provided that tender of the full amount due, in the manner stated in the notice, prior to the expiration of the three-day notice shall bar any action for nonpayment of rent.

E. In any court action for possession for nonpayment of rent or other charges where the resident disputes the amount owed because:

(1) the resident has abated rent pursuant to Section 47-8-27.2 or 47-8-4 NMSA 1978; or

(2) the owner has allocated rent paid by the resident as payment for damages to the premises, then, if the owner is the prevailing party, the court shall enter a writ of restitution conditioned upon the right of the resident to remedy within three days of entry of judgment. If the resident has satisfied the judgment within three days, the writ shall be dismissed. If the resident has not satisfied the judgment within three days, the owner may execute upon the writ without further order of the court.

F. Except as provided in the Uniform Owner-Resident Relations Act, the owner may recover damages and obtain injunctive or other relief for any noncompliance by the resident with the rental agreement or this section or Section 47-8-22 NMSA 1978.

G. In a judicial action to enforce a remedy for which prior written notice is required, relief may be granted based only upon the grounds set forth in the written notice served; provided, however, that this shall not bar a defendant from raising any and all defenses or counterclaims for which written notice is not otherwise required by the Uniform Owner-Resident Relations Act.
H. When the last day for remedying any breach pursuant to written notice required under this act [the Uniform Owner-Resident Relations Act] occurs on a weekend or federal holiday, the period to remedy shall be extended until the next day that is not a weekend or federal holiday.

I. If the resident knowingly commits or consents to another person in the dwelling unit or on the premises knowingly committing a substantial violation, the owner shall deliver a written notice to the resident specifying the time, place and nature of the act constituting the substantial violation and that the rental agreement will terminate upon a date not less than three days after receipt of the notice.

J. In any action for possession under Subsection I of this section, it shall be a defense that the resident is a victim of domestic violence. If the resident has filed for or secured a temporary domestic violence restraining order as a result of the incident that is the basis for the termination notice or as a result of a prior incident, the writ of restitution shall not issue. In all other cases where domestic violence is raised as a defense, the court shall have the discretion to evict the resident accused of the violation, while allowing the tenancy of the remainder of the residents to continue undisturbed.

K. In any action for possession under Subsection I of this section, it shall be a defense that the resident did not know of, and could not have reasonably known of or prevented, the commission of a substantial violation by any other person in the dwelling unit or on the premises.

L. In an action for possession under Subsection I of this section, it shall be a defense that the resident took reasonable and lawful actions in defense of himself, others or his property.

M. In any action for possession under Subsection I of this section, if the court finds that the action was frivolous or brought in bad faith, the petitioner shall be subject to a civil penalty equal to two times the amount of the monthly rent, plus damages and costs.

47-8-34. Notice of extended absence.
A. If the rental agreement requires the resident to give notice to the owner of an anticipated extended absence in excess of seven days as required in Subsection A of Section 3 [47-8-3 NMSA 1978] of the Uniform Owner-Resident Relations Act and the resident willfully fails to do so, the owner may recover damages from the resident.

B. During any absence of the resident in excess of seven days, the owner may enter the dwelling unit at times reasonably necessary.

47-8-34. Notice of extended absence. - Continued

C. If the resident abandons the dwelling unit as defined in Subsection A of Section 3 of the Uniform Owner-Resident Relations Act, the owner shall be entitled to take immediate possession of the dwelling unit. The owner shall, in such cases, be responsible for the removing and storing of the personal property for such periods as are provided by law. Upon abandonment, the owner may make reasonable efforts to rent the dwelling unit and premises at a fair rental. If the owner rents the dwelling unit for a term beginning prior to the expiration of the rental agreement, it is deemed to be terminated as of the date the new tenancy begins.

47-8-34.1. Disposition of property left on the premises.

A. Where the rental agreement terminates by abandonment pursuant to Section 47-8-34 NMSA 1978:

(1) the owner shall store all personal property of the resident left on the premises for not less than thirty days;

(2) the owner shall serve the resident with written notice stating the owner’s intent to dispose of the personal property on a date not less than thirty days from the date of the notice. The notice shall also contain a telephone number and address where the resident can reasonably contact the owner to retrieve the property prior to the disposition date in the notice;

(3) the notice of intent to dispose of personal property shall be personally delivered to the resident or be sent by first class mail, postage prepaid, to the resident at his last known address. If the notice is returned as undeliverable, or where the resident’s last known address is the vacated dwelling unit, the owner shall also
serve at least one notice to such other address as has been provided
to the owner by the resident, including the address of the resident’s
place of employment, or of a family member or emergency contact
for which the owner has a record;

(4) the resident may contact the owner to retrieve the property at any
time prior to the date specified in the notice for disposition of the
property;

47-8-34.1. Disposition of property left on the premises. - Continued

(5) the owner shall provide reasonable access and adequate
opportunities for the resident to retrieve all of the property stored
prior to any disposition; and

(6) if the resident does not claim or make attempt to retrieve the stored
personal property prior to the date specified in the notice of
disposition of the property, the owner may dispose of the stored
personal property.

B. Where the rental agreement terminates by the resident’s voluntary
surrender of the premises, the owner shall store any personal property on
the premises for a minimum of fourteen days from the date of surrender of
the premises. The owner shall provide reasonable access to the resident
for the purpose of the resident obtaining possession of the personal
property stored. If after fourteen days from surrender of the premises, the
resident has not retrieved all the stored personal property, the owner may
dispose of the stored personal property.

C. Where the rental agreement terminates by a writ of restitution, the owner
shall have no obligation to store any personal property left on the premises
after three days following execution of writ of restitution, unless otherwise
agreed by the owner and resident. The owner may thereafter dispose of
the personal property in any manner without further notice or liability.

D. Where the property has a market value of less than one hundred dollars
($100), the owner has the right to dispose of the property in any manner.

E. Where the property has a market value of more than one hundred dollars
($100), the owner may:
(1) sell the personal property under any provisions herein, and the proceeds of the sale, if in excess of money due and owing to the owner, shall be mailed to the resident at his last known address along with an itemized statement of the amounts received and amounts allocated to other costs, within fifteen days of the sale; or

(2) retain the property for his own use or the use of others, in which case the owner shall credit the account of the resident for the fair market

47-8-34.1. Disposition of property left on the premises. - Continued

value of the property against any money due and owing to the owner, and any value in excess of money due and owing shall be mailed to the resident at his last known address along with an itemized statement of the value allocated to the property and the amount allocated to costs within fifteen days of the retention of the property.

F. If the last known address is the dwelling unit, the owner shall also mail at least one copy of the accounting and notice of the sums for distribution, to the other address, if provided to the owner by the resident, such as, place of employment, family members, or emergency contact on record with the owner.

G. An owner may charge the resident reasonable storage fees for any time that the owner provided storage for the resident’s personal property and the prevailing rate of moving fees. The owner may require payment of storage and moving costs prior to the release of the property.

H. The owner may not hold the property for any other debts claimed due or owning or for judgments for which an application for writ of execution has not previously been filed. The owner may not retain exempt property where an application for a writ of execution has been granted.

47-8-35. Claim for rent and damages.

If the rental agreement is terminated, the owner is entitled to possession and may have a claim for rent and a separate claim for damages for breach of the rental
agreement and reasonable attorney's fees as provided in Subsection C of Section 33 [47-8-33 NMSA 1978] of the Uniform Owner-Resident Relations Act.

47-8-36. **Unlawful removal and diminution of services prohibited.**

A. Except in case of abandonment, surrender or as otherwise permitted in the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978], an owner or any person acting on behalf of the owner shall not knowingly exclude the resident, remove, threaten or attempt to remove or dispossess a resident from the dwelling unit without a court order by:

47-8-36. Unlawful removal and diminution of services prohibited. - Continued

(1) fraud;

(2) plugging, changing, adding or removing any lock or latching device;

(3) blocking any entrance into the dwelling unit;

(4) interfering with services or normal and necessary utilities to the unit pursuant to Section 47-8-32 NMSA 1978, including but not limited to electricity, gas, hot or cold water, plumbing, heat or telephone service, provided that this section shall not impose a duty upon the owner to make utility payments or otherwise prevent utility interruptions resulting from nonpayment of utility charges by the resident;

(5) removing the resident’s personal property from the dwelling unit or its premises;

(6) removing or incapacitating appliances or fixtures, except for making necessary and legitimate repairs; or

(7) any willful act rendering a dwelling unit or any personal property located in the dwelling unit or on the premises inaccessible or uninhabitable.

B. The provisions of Subsection A of this section shall not apply if an owner temporarily interferes with possession while making legitimate repairs or inspections as provided for in the Uniform Owner-Resident Relations Act.
C. If an owner commits any of the acts stated in Subsection A of this section, the resident may:

(1) abate one hundred percent of the rent for each day in which the resident is denied possession of the premises for any portion of the day or each day where the owner caused termination or diminishment of any service for any portion of the day;

(2) be entitled to civil penalties as provided in Subsection B of Section 47-8-48 NMSA 1978;

47-8-36. Unlawful removal and diminution of services prohibited. - Continued

(3) seek restitution of the premises pursuant to Sections 47-8-41 and Section 47-8-42 NMSA 1978 or terminate the rental agreement; and

(4) be entitled to damages.

47-8-36.1. Landlord Lien.

A. There shall be no landlord’s lien arising out of the rental of a dwelling unit to which the Uniform Owner-Resident [Relations] Act [47-8-1 to 47-8-51 NMSA 1978] applies.

B. Nothing in this section shall prohibit the owner from levy and execution on a judgment arising out of a claim for rent or damages.

47-8-37. Notice of termination and damages.

A. The owner or the resident may terminate a week-to-week residency by a written notice given to the other at least seven days prior to the termination date specified in the notice.

B. The owner or the resident may terminate a month-to-month residency by a written notice given to the other at least thirty days prior to the periodic rental date specified in the notice.
C. If the resident remains in possession without the owner's consent after expiration of the term of the rental agreement or its termination, the owner may bring an action for possession and if the resident's holdover is willful and not in good faith the owner, in addition, may recover the damages sustained by him and reasonable attorney's fees. If the owner consents to the resident's continued occupancy, Subsection C of Section 15 [47-8-15 NMSA 1978] of the Uniform Owner-Resident Relations Act applies.

47-8-38. Injunctive relief.

A. If the resident refuses to allow lawful access, the owner may obtain injunctive relief to compel access or terminate the rental agreement. In either case, the owner may recover damages, reasonable attorney's fees and court costs.

B. If the owner makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the resident, the resident may obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement. In either case, the resident may recover damages and reasonable attorney's fees.

47-8-39. Owner retaliation prohibited.

A. An owner may not retaliate against a resident who is in compliance with the rental agreement and not otherwise in violation of any provision of the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978] by increasing rent, decreasing services or by bringing or threatening to bring an action for possession because the resident has within the previous six months:

(1) complained to a government agency charged with responsibility for enforcement of a minimum building or housing code of a violation applicable to the premises materially affecting health and safety;
organized or become a member of a residents’ union, association or similar organization;

acted in good faith to exercise his rights provided under the Uniform Owner-Resident Relations Act, including when the resident makes a written request or complaint to the owner to make repairs to comply with the owner’s obligations under Section 47-8-20 NMSA 1978;

made a fair housing complaint to a government agency charged with authority for enforcement of laws or regulations prohibiting discrimination in rental housing;

prevailed in a lawsuit as either plaintiff or defendant or has a lawsuit pending against the owner relating to the residency;

47-8-39. Owner retaliation prohibited. - Continued

(6) testified on behalf of another resident; or

(7) abated rent in accordance with the provisions of Section 47-8-27.1 or 47-8-27.2 NMSA 1978.

B. If the owner acts in violation of Subsection A of this section, the resident is entitled to the remedies provided in Section 47-8-48 NMSA 1978 and the violation shall be a defense in any action against him for possession.

C. Notwithstanding the provisions of Subsection A of this section, the owner may increase the rent or change services upon appropriate notice at the end of the term of the rental agreement or as provided under the terms of the rental agreement if the owner can establish that the increased rent or changes in services are consistent with those imposed on other residents of similar rental units and are not directed at the particular resident, but are uniform.

47-8-40. Action for possession by owner.

A. Notwithstanding Subsections A and B of Section 47-8-39 NMSA 1978, an owner may bring an action for possession if:
(1) the violation of the applicable minimum building or housing code was caused primarily by lack of reasonable care by the resident or other person in his household or upon the premises with the resident’s consent;

(2) the resident is in default in rent;

(3) there is a material noncompliance with the rental agreement that would otherwise give rise to the owner’s right to terminate the rental agreement;

(4) a resident knowingly commits or consents to any other person in the dwelling unit or on the premises knowingly committing a substantial violation; or

47-8-40. Action for possession by owner. - Continued

(5) compliance with the applicable building or housing code requires alteration, remodeling or demolition that would effectively deprive the resident of use of the dwelling unit.

B. The maintenance of an action under Subsection A of this section does not release the owner from liability under Section 47-8-20 NMSA 1978.

47-8-41. Action for possession by owner or resident.

An action for possession of any premises subject to the provisions of the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978] shall be commenced in the manner prescribed by the Uniform Owner-Resident Relations Act.

47-8-42. Petition for restitution.

The person seeking possession shall file a petition for restitution with the clerk of the district or magistrate court. The petition shall contain:

A. the facts, with particularity, on which he seeks to recover;
B. a reasonably accurate description of the premises; and

C. the requisite compliance with the notice provisions of the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978].

The petition may also contain other causes of action relating to the residency, but such causes of action shall be answered and tried separately, if requested by either party in writing.

47-8-43. Issuance of summons.

A. The summons shall be issued and directed, with a copy of the petition attached to the summons, and shall state the cause of the complaint, the answer day for other causes of action and notice that if the defendant fails to appear, judgment shall be entered against him. The summons may be served pursuant to the New Mexico rules of civil procedure and returned as in other cases. Trial of the action for possession shall be set as follows:

(1) for any matter brought by the owner for possession, not less than seven or more than ten days after the service of summons; or

(2) for any matter brought by the resident for possession, not less than three or more than five days after the service of summons.

B. Upon finding of good cause, the court may continue the date of hearing on the action for possession for up to seven days from the date of the initial hearing.

47-8-44. Absence from court of defendant.

If the defendant shall not appear in response to the summons, and it shall have been properly served, the court shall try the cause as though he were present.

47-8-45. Legal or equitable defense.
On or before the day fixed for his appearance, the defendant may appear and answer and assert any legal or equitable defense, setoff or counterclaim.

47-8-46. **Writ of restitution.**

A. Upon petition for restitution filed by the owner if judgment is rendered against the defendant for restitution of the premises, the court shall declare the forfeiture of the rental agreement and shall, at the request of the plaintiff or his attorney, issue a writ of restitution directing the sheriff to restore possession of the premises to the plaintiff on a specified date not less than three nor more than seven days after entry of judgment.

B. Upon a petition for restitution filed by the resident, if judgment is rendered against the defendant for restitution of the premises, the court shall, at the request of the plaintiff or his attorney, issue a writ of restitution directing the sheriff to restore possession of the premises to the plaintiff within twenty-four hours after entry of judgment.

47-8-47. **Appeal stays execution.**

A. If either party feels aggrieved by the judgment, that party may appeal as in other civil actions. An appeal by the defendant shall stay the execution of any writ of restitution; provided that in cases in which the resident is the appellant, the execution of the writ of restitution shall not be stayed unless the resident, within five days of the filing of the notice of appeal, pays to the owner or into an escrow account with a professional escrow agent an amount equal to the rental amount that shall come due from the day following the judgment through the end of that rental period. The resident shall continue to pay the monthly rent established by the rental agreement at the time the complaint was filed, on a monthly basis on the date rent would otherwise become due. Payments pursuant to this subsection by a subsidized resident shall not exceed the actual amount of monthly rent paid by that resident. When the resident pays the owner directly, the owner shall immediately provide a written receipt to the resident upon demand. When the resident pays into an escrow account the resident shall cause such amounts to be paid over to the owner immediately upon receipt unless otherwise ordered by the court. Upon the failure of the
resident or the escrow agent to make a monthly rent payment on the first day rent would otherwise be due, the owner may serve a three-day written notice on the resident pursuant to Subsection D of Section 47-8-33 NMSA 1978. If the resident or the resident's escrow agent fails to pay the rent within the three days, a hearing on the issue shall be scheduled within ten days from the date the court is notified of the failure to pay rent. In the case of an appeal de novo, the hearing shall be in the court in which the appeal will be heard. If, at the hearing, the court finds that rent has not been paid, the court shall immediately lift the stay and issue the writ of restitution unless the resident demonstrates a legal justification for failing to comply with the rent payment requirement.

B. In order to stay the execution of a money judgment, the trial court, within its discretion, may require an appellant to deposit with the clerk of the trial court the amount of judgment and costs or to give a supersedeas bond in the amount of judgment and costs with or without surety. Any bond or deposit shall not be refundable during the pendency of any appeal.

47-8-48. Prevailing party rights in law suit; civil penalties.

A. If suit is brought by any party to the rental agreement to enforce the terms and conditions of the rental agreement or to enforce any provisions of the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978], the prevailing party shall be entitled to reasonable attorneys’ fees and court costs to be assessed by the court.

B. Any owner who violates a provision of Section 47-8-36 or 47-8-39 NMSA 1978 shall be subject to a civil penalty equal to two times the amount of the monthly rent.

C. Any resident who intentionally violates a provision of Subsection F of Section 47-8-22 NMSA 1978 shall be subject to a civil penalty equal to two times the amount of the monthly rent.

47-8-49. Unlawful and forcible entry.

The laws and procedures of New Mexico pertaining to complaints of unlawful and forcible entry shall apply to actions for possession of any premises not subject to the provisions of the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978] or the Mobile Home Park Act [Ch. 47 art. 10 NMSA 1978].
47-8-50. Prior transactions valid.

Transactions entered into before the effective date of the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978], and not extended or renewed after that date, and the rights, duties and interests flowing from them remain valid and may be terminated, completed, consummated or enforced as required or permitted prior to the effective date of the Uniform Owner-Resident Relations Act.

47-8-51. Applicability.

The provisions of the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978] are applicable to rental agreements entered into or extended or renewed after the effective date and shall not be applicable to any agreements or conditions entered into between the owner and resident which provisions may alter agreements or conditions existing prior to the effective date of the provisions of the Uniform Owner-Resident Relations Act.

47-8-52. Conflicts applicability of law.

Unless a provision of the Mobile Home Park Act [Chapter 47, Article 10 NMSA 1978] directly conflicts with the provisions of the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978], the provisions of the Uniform Owner-Resident Relations Act shall apply to mobile home park owners and residents.
Article 8A
Rent Control Prohibition

47-8A-1. Rent control prohibition.

A. No political subdivision or any home rule municipality shall enact an ordinance or resolution that controls or would have the effect of controlling rental rates for privately owned real property.

B. This section does not impair the right of a state agency, county or municipality to otherwise manage or control its property.

C. The provisions of subsection A of this section do not apply to privately owned real property for which benefits or funding have been provided under contract by federal, state or local governments or a governmental instrumentality for the express purpose of providing reduced rents to low- or moderate-income tenants.
Article 13
Real Estate Disclosure Act

47-13-1. Short title.
Sections 1 through 3 [47-13-1 to 47-13-3 NMSA 1978] of this act may be cited as the “Real Estate Disclosure Act”.

A seller, lessor, or landlord of real property, including a participant in an exchange of real property and any agent involved in such a transaction, shall not be liable for failure to disclose and shall not have a duty to disclose to any person who acquires, by voluntary or involuntary transfer a legal or equitable interest in the real property, including any leasehold interest or security interest for an obligation, the fact or suspicion that the real property is or has been:

A. the site of a natural death.

B. the site of a homicide, suicide, assault, sexual assault or any other crime punishable as a felony; or

C. owned or occupied by a person who was exposed to, infected with or suspected to be infected with the human immunodeficiency virus or diagnosed to be suffering from acquired immune deficiency syndrome or any other disease that has been determined by medical evidence as highly unlikely to be transmittable to others through the occupancy of improvements to real property or that is not known to be transmitted through the occupancy of improvements located on that real property.

47-13-3. Cause of action, termination, rescission.
A. No cause of action shall arise against a seller, lessor or landlord of real property, including a participant in an exchange of real property and any agents involved in such a transaction for failure to disclose to any person who, by voluntary or involuntary transfer, acquires a legal or equitable
interest in the real property, including any leasehold interest or security interest for an obligation, in any action at law or in equity because of the

47-13-3. Cause of action, termination, rescission. - Continued

failure to disclose that the real property was or is suspected to have been the site of the incidents described in Section 2 [47-13-2 NMSA 1978] of the Real Estate Disclosure Act or was owned, occupied or suspected of being occupied by persons exposed to, infected with or diagnosed to be suffering from the disease in Section 2 of that act.

B. The failure to make disclosure of any of the facts or suspicions as set forth in Section 2 of the Real Estate Disclosure Act shall not be deemed to be grounds for termination or rescission of any sale, lease, exchange or any transaction in which an interest in the real property has been or will be conveyed to another.
Notice Forms

The New Mexico Uniform Owner-Resident Relations Act requires the following notice forms:

- Three Day Notice of Non-Payment of Rent
- Three Day Notice of Substantial Violation of Rental Agreement
- Seven Day Notice of Noncompliance with Rental Agreement
- Thirty Day Notice to Terminate Rental Agreement

The above notice forms are for use on conventional market properties.

The following notice forms may be required by some HUD or other government rent subsidy programs:

- Ten Day Notice of Non-Payment of Rent
- Ten Day Notice of Substantial Violation of Rental Agreement
- Ten Day Notice of Noncompliance with Rental Agreement (First Notice)
- Ten Day Notice of Noncompliance with Rental Agreement (Second Notice)
- Insert Three Day