

**Rural Development Assistance Payments Contract (RDAP Contract)
Rural Development Voucher Program**

Part A of the RDAP Contract: Contract Information

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

1. Contents of Contract

This RDAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract

Part C: Tenancy Addendum

2. Tenant Name:

3. Contract Unit:

Is the contract unit listed above agreement part of a cooperative ownership?

Yes

No

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 notice to RD.

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.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-####. The time required to complete this information collection is estimated to average 5 minutes 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.

7. Initial Rural Development Assistance Payment

The RDAP contract term commences on the first day of the initial lease term. At the beginning of the RDAP contract term, the amount of the assistance payment by RD to the owner is \$_____per month.

Signatures:

RD Official

Owner

Print or Type Name of RD Official

Print or Type Name of Owner

Signature of RD Official

Signature of Owner

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Payments will be electronically transferred to:

Name of Bank

Owner Taxpayer ID Number

Type of Account (checking or savings)

Payee Bank ABA Routing Number

Payee Bank Account Number

Owner Phone Number

Rural Development Assistance Payments Contract (RDAP Contract) U.S. Department of Agriculture
Rural Development Voucher Program

Rural Development
Rural Housing Service

Part B of RDAP Contract: Body of Contract

1. Purpose

a. This is a RDAP contract between Rural Development (RD) and the owner. The RDAP contract is entered to provide assistance for the family under the RD voucher program.

b. The RDAP contract only applies to the household and contract unit specified in Part A of the RDAP contract.

c. During the RDAP contract term, RD will pay assistance payments to the owner in accordance with the RDAP contract.

d. The family will reside in the contract unit with assistance under the RD voucher program. The assistance payments by RD 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 RD voucher program.

b. RD has approved leasing of the unit in accordance with requirements of the RD voucher program.

c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by RD (Part C of the RDAP 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. RD is not responsible for such screening. RD 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 RD inspection standards.

b. RD shall not make any Rural Development assistance payments if the contract unit does not meet RD Inspection Standards unless the owner corrects the defect within the period specified by the RD and RD 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 RD.

c. RD may inspect the contract unit and premises at such times as RD determines necessary, to ensure that the unit is in accordance with RD Inspection Standards.

d. RD must notify the owner of any defects shown by the inspection.

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

4. Term of RDAP Contract

a. Relation to lease term. The term of the RDAP 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 RDAP contract terminates.

(1) The RDAP contract terminates automatically if the lease is terminated by the owner or the tenant.

(2) RD may terminate program assistance for the family for any grounds authorized in accordance with RD requirements. If RD terminates program assistance for the family, the RDAP contract terminates automatically.

(3) If the family moves from the contract unit, the RDAP contract terminates automatically.

(4) The RDAP contract terminates automatically 30 calendar days after the last assistance payment to the owner.

(5) RD may terminate the RDAP contract if RD determines, in accordance with RD requirements, that available program funding is not sufficient to support continued assistance for families in the program.

(6) The RDAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.

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

(8) RD may terminate the RDAP contract if RD determines that the unit does not meet all requirements of RD Inspection Standards, or determines that the owner has otherwise breached the RDAP contract.

5. RD Payment to Owner

a. When paid.

(1) During the term of the RDAP contract, RD must make monthly assistance payments to the owner on behalf of the family at the beginning of each month.

(2) RD must pay assistance payments promptly when due to the owner.

(3) RD assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the RDAP contract. RD shall not pay an assistance payment to the owner for any month after the month when the family moves out.

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

c. Amount of RD payment to owner.

(1) The amount of the monthly assistance payment to the owner shall be determined by RD in accordance with RD requirements for a tenancy under the RD voucher program.

(2) The amount of assistance payment is subject to change during the RDAP contract term in accordance with RD requirements. RD must notify the family and the owner of any changes in the amount of the Rural Development assistance payment.

(3) The assistance payment for the first month of the RDAP contract term shall be pro-rated for a partial month.

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

e. Limit of RD responsibility.

(1) RD is only responsible for making assistance payments to the owner in accordance with the RDAP contract and RD requirements for a tenancy under the voucher program.

(2) RD shall not pay any portion of the rent to owner in excess of the assistance payment. RD shall not pay any other claim by the owner against the family.

6. 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 RD Inspection Standard.

b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the RDAP contract), and is in accordance with the RDAP contract and program requirements. The owner has provided the lease to RD, 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, RD or any other public or private source) for rental of the contract unit during the RDAP 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.

7. 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 RDAP contract.

b. The owner must cooperate with RD in conducting equal opportunity compliance reviews and complaint investigations in connection with the RDAP contract.

8. Owner's Breach of RDAP Contract

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

(1) If the owner has violated any obligation under the RDAP contract, including the owner's obligation to maintain the unit in accordance with RD.

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

(3) For projects with loans made by USDA, if the owner has failed to comply with the regulations for the applicable mortgage 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.

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

b. If RD determines that a breach has occurred, it may exercise any of its rights and remedies under the RDAP contract, or any other available rights and remedies for such breach. RD shall notify the owner of such determination, including a brief statement of the

reasons for the determination. The notice by RD to the owner may require the owner to take corrective action, as verified or determined by RD, by a deadline prescribed in the notice.

c. RD's rights and remedies for owner breach of the RDAP contract include recovery of overpayments, suspension of Rural Development assistance payments, abatement or other reduction of Rural Development assistance payments, termination of Rural Development assistance payments, and termination of the RDAP contract.

d. RD 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, RD may exercise any rights and remedies for owner breach of the RDAP contract.

f. RD's exercise or non-exercise of any right or remedy for owner breach of the RDAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

9. RD Access to Premises and Owner's Records

a. The owner must provide any information pertinent to the RDAP contract that RD may reasonably require.

b. RD 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 RDAP 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.

10. Exclusion of Third Party Rights

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

b. The tenant or RD may enforce the tenancy addendum (Part C of the RDAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.

c. RD 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 RDAP contract, or as a result of any other action or failure to act by the owner.

d. The owner is not the agent of RD, and the RDAP contract does not create or affect any relationship between RD 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 RDAP contract.

11. Conflict of Interest

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

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

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

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

b. A covered individual may not have any direct or indirect interest in the RDAP 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, unless such interest is approved by RD.

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 RDAP contract, or at any time during the RDAP contract term.

e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to RD, or USDA.

f. The conflict of interest prohibition under this section may be waived by USDA for good cause.

g. No member of or delegate to the Congress of the United States shall be admitted to any share or part of the RDAP contract or to any benefits which may arise from it, unless such interest is approved by RD.

12. Assignment of the RDAP Contract

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

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

c. The RDAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under RD regulations or USDA regulations such as RD Instruction 1940-M.

d. The RDAP contract may not be assigned to a new owner if USDA 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.

e. RD may deny approval to assign the RDAP contract if the owner or proposed new owner (including a principal or other interested party):

(1) Has violated obligations under an assistance payments contract under Section 521;

(2) Has engaged in any drug-related criminal activity or any violent criminal activity;

(3) Has a history or practice of non-compliance with the RD Inspection Standards for units leased under the Section 521;

(4) Has a history or practice of renting units that fail to meet State or local housing codes; or

f. The new owner must agree to be bound by and comply with the RDAP contract. The agreement must be in writing and in a form acceptable to RD. The new owner must give RD a copy of the executed agreement prior to disbursement of any assistance funds.

15. Written Notices.

Any notice by RD or the owner in connection with this contract must be in writing.

16. Entire Agreement: Interpretation

a. The RDAP contract contains the entire agreement between the owner and RD.

b. The RDAP contract shall be interpreted and implemented in accordance with RD requirements, including the RD program regulations at 7 C.F.R. part 3560.

Rural Development Assistance Payments Contract (RDAP Contract) U.S. Department of Agriculture
Rural Development Voucher Program Rural Development

Rural Housing Service

Part C of RDAP Contract: Tenancy Addendum

1. Rural Development (RD) Voucher Program

a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the RD voucher program (voucher program) of the USDA.

b. The owner has entered into a Rural Development Assistance Payments Contract (RDAP contract) with RD under the voucher program. Under the RDAP contract, RD will make Rural Development assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

a. The owner has given RD 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 RDAP 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 contract unit may only be used for residence by the RD approved household. 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.

c. The tenant may not sublease or let the unit.

d. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

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.

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 RD assistance payment.

b. Each month, RD will make an assistance payment to the owner on behalf of the family in accordance with the RDAP contract. The amount of the monthly Rural Development assistance payment will be determined by RD in accordance with RD requirements for a tenancy under the RD voucher program.

c. The monthly 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 RD assistance payment under the RDAP contract between the owner and RD. An RD failure to pay the assistance payment to the owner is not a violation of the lease. The

owner may not terminate the tenancy for nonpayment of RD 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 RD Inspection Standards.

(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. The owner is not responsible for a breach of RD Inspection Standards caused by the tenant's failure to:

(1) Pay for any utilities that are to be paid by the tenant.

(2) 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 RD Inspection Standards 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 RD requirements.

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

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

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

c. Criminal activity or alcohol abuse.

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

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

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

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

d. Other good cause for termination of tenancy

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause 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).

(4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

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, RD, 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 RD voucher program.

(4) Nothing in this section may be construed to limit the authority of RD, 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 RD 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 or manager 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 RD to terminate assistance, to any tenant if the owner, manager, or RD 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 RD 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. **RD Termination of Assistance**

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

10. **Family Move Out**

The tenant must notify RD and the owner before the family moves out of the unit. The owner must notify RD when the unit is vacated.

11. **Security Deposit**

a. The owner may collect a security deposit from the tenant.

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

12. **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.

13. **Conflict with Other Provisions of Lease**

a. The terms of the tenancy addendum are prescribed by RD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the RD voucher program.

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

14. **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 RD 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 RD has approved a new tenancy in accordance with program requirements and has executed a new RDAP contract with the owner:

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

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

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

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.

RDAP contract. The Rural Development Assistance Payments contract between RD and the owner. RD pays housing assistance payments to the owner in accordance with the RDAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any 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.)

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

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

Program. The Rural Development (RD) voucher program.

RD. Rural Development

RD Voucher program. The Rural Development (RD) voucher program. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

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

Rural Development Inspection Standards. The RD minimum quality standards for housing assisted under the RD programs

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

USDA. The US Department of Agriculture

