

accordance with paragraph (dX1) of this section.

(f) *Reporting.* Each PHA must submit a report annually to HUD that specifies, as of the end of the year, the number of families residing in public housing with incomes exceeding the over-income limit and the number of families on the waiting lists for admission to public housing projects and provide any other information regarding over-income families requested by HUD. These reports must also be publicly available.

(88 FR 9671, Feb. 14, 2023)

**1980.609 Lease requirements for non-public housing over-income families.**

(a) *In general.* If a family, when permitted by written PHA's continued occupancy policy, elects to remain in a public housing unit paying the alternative non-public housing rent, the PHA and each non-public housing over-income (NPHOI) family (referred to as the tenant in this section) must enter into a lease. The tenant and the PHA must execute the lease, as presented by the PHA pursuant to 1960.507(c)(3Xii)(B) no later than 60 days after the notice provided pursuant to 1960.607(0)(3) or at the next lease renewal, whichever is sooner. If the tenant does not execute the lease within this time period, the PHA must terminate the tenancy of the tenant no more than 6 months after the notification under 1960.507(eX3) in accordance with 1960.607(d)(2). Notwithstanding, a PHA may permit, in accordance with its policies, an over-income family to execute the lease beyond this time period, but before termination of the tenancy, if the over-income family pays the PHA the total difference between the alternative non-public housing rent and their public housing rent dating back to the point in time that the over-income family was required to execute the lease.

(b) *Lease provisions.* The non-public housing over-income lease must contain at a minimum the following provisions.

(1) *Parties, dwelling unit, and term.* The lease must state:

(I) The name of the PHA and names of the tenants.

(li) The unit rented (address, apartment number, and any other information needed to identify the dwelling unit).

(iii) The term of the lease (lease term and renewal in accordance with paragraph (bX2) of this section).

(iv) A statement of the utilities, services, and equipment to be supplied by the PHA without additional cost, and the utilities and appliances to be paid for by the tenant.

( ) The composition of the household as approved by the PHA (family members, foster children and adults, and any PHA-approved live-in aides). The tenant must promptly inform the PHA of the birth, adoption, or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.

(2) *Lease term and renewal.* (i) The lease must have a term as determined by the PHA and included in PHA policy.

(ii) At any time, the PHA may terminate the tenancy in accordance with paragraph (b)(11) of this section.

(2) *Payments due under the lease.* 0.1 *Tenant rent.* (A) The tenant must pay the amount of the monthly tenant rent determined by the PHA in accordance with 1960.501(eX1).

(B) The lease must specify the initial amount of the tenant rent at the beginning of the initial lease term. The PHA must comply with State or local law in giving the tenant written notice stating any change in the amount of tenant rent.

(11) *PHA charges.* The lease must provide for charges to the tenant for repair beyond normal wear and tear and for consumption of excess utilities. The lease must state the basis for the determination of such charges (e.g., by a posted schedule of charges for repair, amounts charged for excess utility consumption, etc.). The imposition of charges for consumption of excess utilities is permissible only if such charges are determined by an individual check meter servicing the leased unit or result from the use of major tenant-supplied appliances.

(1n) *Late payment penalties.* The lease may provide for penalties for late payment of rent.