

FOR PROPERTY OWNERS & LANDLORDS

HAP contract walkthrough — plain *language*.

A section-by-section guide to the HUD Housing Assistance Payments (HAP) contract between you and DCHA. The federal form is HUD-52641. This walkthrough is educational — not legal advice.

THE COORDINATOR LINE

Birdie's House is a coordinator facilitating the lease between a renter and a landlord. We are not brokers, lessors, inspectors, or property managers. The HAP contract is between the landlord and DCHA. Consult counsel for legal questions.

What the HAP contract actually is

The HAP contract is the agreement between you (the landlord) and DCHA that governs how DCHA pays the housing assistance portion of the rent for a specific tenant in a specific unit. It is signed alongside (not in place of) your lease with the tenant.

Three documents work together

- **Your lease** — between landlord and tenant. Standard DC residential lease, no special voucher language required.
- **HAP Contract (HUD-52641)** — between landlord and DCHA. Spells out monthly payment amount, term, and obligations.
- **Tenancy Addendum** — attached to your lease, listing the HUD/voucher protections that override conflicting lease terms.

Section-by-section, in plain English

Part A • Contract information

Names of the parties (landlord, tenant, DCHA), unit address, contract dates, monthly rent, HAP amount, and tenant rent. DCHA fills most of this in based on the inspection-approved rent.

Part B • Body of contract

- **Section 1** — unit and tenant identification.
- **Section 2** — lease and HAP contract are both required to be in effect.
- **Section 3** — the rent setting: contract rent, HAP amount, tenant rent. DCHA pays its portion directly to you each month.
- **Section 4** — ownership and management. You confirm you're the owner or authorized agent.



- **Section 5** — HUD program rules: no side payments, no double-charging, no security deposit above local cap.
- **Section 6** — inspection and maintenance. Unit must remain HQS-compliant. DCHA can re-inspect.
- **Section 7** — owner termination of tenancy: only for grounds permitted by HUD.
- **Section 8** — owner certification: you certify the rent is reasonable and you're not getting paid by anyone else for the same unit.

Part C · Tenancy Addendum

Attached to your lease. Lists the federal protections that supersede any conflicting lease terms (e.g., proper notice, prohibition on side payments, etc.). Standard — no negotiation needed.

What you do as a landlord, in order

- 01 Submit Request for Tenancy Approval (RFTA) packet via Birdie's House.
- 02 DCHA inspects the unit (HQS inspection).
- 03 Address any corrective items DCHA identifies.
- 04 DCHA approves the rent and executes the HAP contract.
- 05 Sign the lease and Tenancy Addendum with the tenant.
- 06 Tenant moves in. DCHA payments begin.

Common surprises

- DCHA pays in arrears — first HAP check arrives 30–45 days after move-in.
- Lease term must match HAP contract term (usually 12 months minimum).
- Annual HQS re-inspection. Schedule a self-walk before each.
- Annual rent increase requests go through DCHA, not direct to tenant.

WHEN TO CALL US

If you're mid-execution and a section is unclear, call **(202) 656-9668** or email **leasing@birdieshousecd.org**. We'll walk through your specific paperwork.