

The Owner's Handbook

A Guide to the Housing Choice Voucher Program (HCV) for Owners and Property Managers



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Introduction

Goal of the Housing Choice Voucher Program

Thank you for your interest in the Housing Choice Voucher Program.

The rules and regulations for the HCV Program are determined by the U.S. Department of Housing and Urban Development (HUD). If you are a rental property owner or manager, this handbook will help you understand how the program works.

The success of the program is dependent on the local housing authority (PHA), Adams County Housing Authority (ACHA), being able to form partnerships with rental property managers and owners who have acceptable, safe, and sanitary rental units. Many low-income families in our community rely on owners like you, who are willing to participate in the program.

Our community, like many others, is lacking in affordable housing. The subsidy that comes with the HCV Program assists families in affording rental housing throughout our county. Participant families include a variety of people such as the elderly, disabled, and working families who do not earn enough to keep up with the increasing rate of rental housing costs.

Housing Authority Service

The Housing Authority is an arm of local government committed to excellent service to the families and owners in the HCV Program. We will do our best to inform you of the program's rules, and to explain how the rules will affect you. Federal regulations are not always easy to understand so it is o.k. to ask questions if you are not sure of something.

If you have questions or concerns that are about any aspect of the housing program, do not hesitate to contact our office.

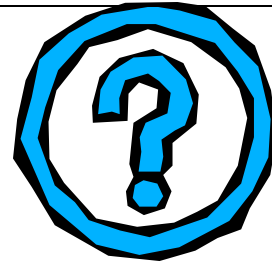
Glossary

To make the explanation of the HCV program more understandable we created a glossary of the common housing terms in the back of the handbook.

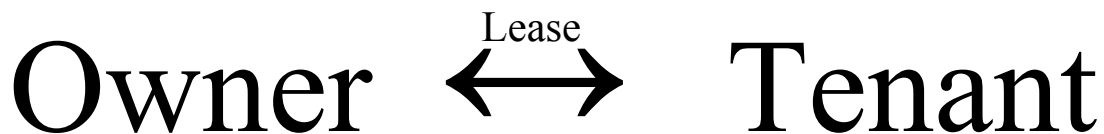
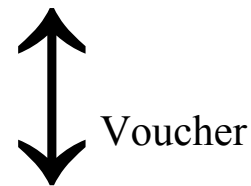
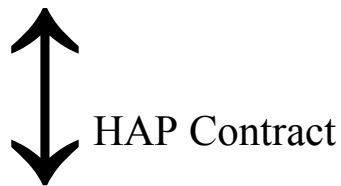
Chapter 1 General Program Information

How Does it Work?

The HCV program is a relationship between the Housing Authority, the tenant, and the owner/landlord. For a successful partnership each of the three parties must do his/her part.



Housing Authority



The Housing Authority's Duties

- ❖ Determine if the applicant family is eligible for the program.
- ❖ Explain and clarify all the rules of the program to all eligible families.
- ❖ Issue a Housing Choice Voucher and assist, if necessary, the family in finding a place to live.
- ❖ Approve the owner, the unit, review the lease for HUD compliance, and determine if the initial rent is affordable for the family.
- ❖ Provide timely housing payments to the owner.
- ❖ Continually ensure that both the family and unit meet the qualifications of the program.
- ❖ Ensure that the program rules are complied with by both the owners and families.
- ❖ Provide efficient and professional service to landlords and tenants.

The Owner's Duties

- ❖ Screen and select the family who will rent the owner's unit. ACHA encourages all owners to screen all families for payment of rent and utilities, caring for a unit and premises, respecting the rights of other residents to the peaceful enjoyment of their housing, criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy. ACHA can provide you with their previous landlord and address information, and ACHA's knowledge of eviction history, and damage to rental units.
- ❖ Comply with fair housing laws, and do not discriminate against any family.
- ❖ Make necessary timely repairs to the housing unit.
- ❖ Comply with the terms of the Housing Assistance Payments Contract with the Housing Authority.
- ❖ Enforce the lease and collect the rent due by the tenant. Provide ACHA with copies of all notices to tenant.
- ❖ Provide ACHA with a daytime phone number where you can be reached. After the initial contract is signed, most communication with the ACHA will be through first class mail, but occasionally we may need to speak with you. Your cooperation is imperative so that ACHA will be able to serve you and any family that you choose as a renter.

The Family's Duties

- ❖ Present ACHA with complete and accurate information.
- ❖ Put forth their best effort to find a place to live that is appropriate for them and adequate for the program.
- ❖ Attend all scheduled appointments with ACHA.
- ❖ Be responsible for the care of their housing unit.
- ❖ Comply with all terms of their lease with the owner.
- ❖ Comply with the Family Obligations of the HCV Program.



Chapter 2 Becoming a Participating Landlord

Inquiring Owners

If you or someone you know has one or more rental units available and are interested in the program, you can call your ACHA during business hours of 8:00am- 4:30pm, Monday through Thursday, and 8:00am – 2:00pm, Friday. If you decide to participate in the program, be ready to provide proof of legal ownership of any rentals that you offer under the program. This evidence is a requirement of HUD for the program.

At a Glance

Step 1: Finding a Tenant

You can list your available unit with the PHA or a prospective tenant may come to you with a voucher. As a free service for participating landlords, ACHA advertises available units on its Listing of Available Units for families searching for housing.

Step 2: Owner Approves Tenant

A family may be determined by ACHA to be eligible for the program; however the owner must approve the family to be a suitable renter. We encourage you to conduct your own credit and criminal background checks as you would in the private market.

ACHA knows when a renter has been approved by an owner because the owner submits a ***Request for Tenancy Approval*** form. This form is not a contract; please understand that you are in no way obligated to accept Housing Choice Voucher rental assistance because you complete the Request for Tenancy form. This form provides us with basic information about your unit so that we can determine whether the rent is affordable for the family and so that an inspection can be scheduled.

Step 3: PHA Approves Unit and Reviews Lease

After a family finds an appropriate housing unit and the owner approves them, the PHA needs to establish whether the unit qualifies for the HVC program. The unit must pass a Housing Quality Standards Inspection. However if the unit does not pass the inspection a certain amount of time will be provided to make the required repairs.

Step 4: Contract and Lease Signed

If the appropriate requirements for the lease and the unit are met, the PHA will enter into a Housing Assistance Payment (HAP) contract with the owner, and the owner will enter into a lease with the tenant. (ACHA will only enter into a HAP contract with legal owners of the property. We do not enter into contracts with parties who would be subleasing units.) While some families receive may receive assistance in their current

rental unit, many are leasing new units. In either case, the HAP contract effective date and the effective date of the lease must begin on the same day.

Step 5: Housing Assistance Payments

Once the HAP contract and lease are signed, the PHA provides the initial HAP payment and continues to make monthly payments to the landlord as long as the family remains eligible and the housing unit qualifies under the program.

The Details

Step 1 Finding a Tenant

After eligibility determination by the PHA, the family receives a Housing Choice Voucher. The voucher will be given to the family at the tenant briefing after which the family can begin looking for a unit.

ACHA provides the List of Available Rental Units, maintained by ACHA, to the families at the voucher briefing. Then the families who are interested in the units will contact you. ACHA does not direct specific families to specific owners however they do provide information on the available properties.

Step 2 Owner Approves Tenant

The evaluation of a Housing Choice Voucher tenant should not be any different than your screening of any other tenant. The first question however should be if you can see their voucher.

The Voucher & Request for Tenancy Approval

Each eligible family attends a mandatory briefing where the program is explained to them. After this briefing they are provided with their voucher and a Request for Tenancy Approval form.

Housing Choice Vouchers expire 60 days after they are issued, therefore it is important to check the expiration date. Vouchers also list the unit bedroom size for which the family has been approved. A family may choose a unit that is different than what they were approved for, but if the unit is larger than the approved voucher size, most likely it will not be affordable for the family.

The Request for Tenancy Approval (RFTA) is the form that gets signed by you the owner, and the family, and returned to ACHA, where it will determine if the unit is affordable for the family, and will prompt the Housing Authority to schedule an inspection to determine if your unit meets the required Housing Quality Standards and to ensure that the rent you are charging is comparable to the unassisted rental market.

Evaluate the Family

Select a family based on non-discriminatory criteria such as credit history, non-payment of rent, or record of damages. Landlords are obliged to provide the same standards of renter selection to all persons that apply. It is illegal to discriminate against any family based upon on race, creed, religion, national origin, familial status, disability, age, color, sex, or any other discriminatory factor. It is the owner's obligation to screen the tenants; ACHA does not screen the families for suitability as tenants.

Security Deposits

It is up to the owner to collect a security deposit. The security deposit must not be in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. ACHA does not provide tenants assistance with security deposits.

How Much Will Housing Pay?

The Housing Authority uses a formula to determine how much housing assistance each family is eligible to receive. Every family's rental payment is different because the Housing Assistance Payment is based on the family's monthly adjusted income after consideration of certain HUD allowable deductions, the contract rent for the unit, and what utilities the family is responsible for paying.

As a general rule, the family's initial portion is between 30% and 40% of their adjusted monthly income; the Housing Authority pays the difference up to a Payment Standard, which is an amount determined annually in accordance with HUD regulations.

Step 3 PHA Reviews Lease and Approves Unit

There is a specific language requirement in any lease that is signed by a HCV tenant, and the PHA has to review the lease before it is completed and signed.

Your Own Lease

ACHA requires that you submit a copy of your lease with the Request for Tenancy Approval form (RFTA). The lease must contain all of the required information as listed below:

- The names of the owner and the tenant
- The unit rented (address, apartment number, and any other information needed to identify the contract unit)
- The term of the lease (initial term must be 12 months)
- The amount of the monthly rent to owner

- A specification of what utilities and appliances are to be paid for by the owner, and what utilities and appliances are to be paid for by the family

ACHA will review the lease for compliance with all the rules and regulations of the Program. The amount of security deposit and the total amount of the proposed ***Rent to Owner*** should be included in the lease for the housing unit.

Lease Addendum

ACHA will include the HUD required ***lease addendum*** to all leases to ensure compliance with HUD regulations.

Pertinent Information about the Lease Agreement

- ❖ The agreement must comply with both state and local laws
- ❖ The lease addendum contains prohibited lease provisions.
- ❖ The Housing Assistance Payment (HAP) Contract between the PHA and owner begins on the first day of the term of the lease and ends on the last day on the term on the lease.
- ❖ One year is the minimum initial term for the lease.
- ❖ The utilities and appliances that are supplied by the owner and by the family must be included in the lease.
- ❖ The lease may not be revised unless any revision has been approved in writing by the PHA.

Unit Approval

Upon receipt and review of the RFTA, ACHA will review the proposed rent to determine that the unit will be affordable for the family in accordance with HUD regulations. Provided the proposed rent is affordable based on the HUD's rental formula, ACHA will inform you and the tenant of the date and time of the Housing Quality Inspection. You or a representative for you must be present.

If the unit passes inspection and the cost of rent is reasonable, ACHA will prepare the paperwork, and tenant assistance will initiate. ACHA will begin a new contract on any day of the month. If the unit does not pass initial inspection, you will be given a reasonable time period to correct the deficiencies of the property.

Housing Quality Standards (HQS)

Before the PHA can make payments to you on behalf of the family, the unit must meet the minimum standards of HUD, as well as local standards.

Preparing the Unit for Inspection

Review the HQS information as you evaluate your unit. Correct any violations before inspection if possible. The unit should be ready to move-in by the time of inspection.

Participation in the Inspection

You and the family will receive information regarding the date and time of the inspection. Use this opportunity to meet the inspector and discuss aspects of the inspection. This will assist you in learning more about HQS so that you can better prepare for future inspections.

Make Repairs Promptly

If the housing unit fails the initial inspection, ACHA will send a notice that states any *fail items* and give you time to make repairs. When the repairs are completed, ACHA will re-inspect the unit. It is your responsibility to contact ACHA to schedule the re-inspection. ACHA will not enter into a HAP contract or make any payments until the unit passes inspection. ACHA encourages that you not enter into a lease agreement with the family until ACHA approves the unit, meaning it passes inspection and is determined to be *rent reasonable* following the inspection. The family is responsible for any rent prior to the unit passing inspection.

Areas Inspected

Eight areas must be reviewed for HQS approval:

1. Living Room
2. Kitchen
3. Bathroom
4. Other Rooms Used for Living
5. Secondary Rooms (Those not included in the above category)
6. Building Exterior
7. Heating and Plumbing
8. General Health and Safety

Ratings

Three ratings can be applied after the conditions are inspected: Pass, Inconclusive or Fail

- ✓ **Pass** – Conditions meet minimum requirement.

- ✓ **Inconclusive** – More information is needed for the inspector to make a determination.
- ✓ **Fail** – Conditions do not meet minimum requirement and must be brought up to standard prior to the tenant receiving rental assistance in the unit. Fail items must be corrected and verified prior to the execution of the Housing Assistance Payments Contract.

HQS Checklist

The Housing Inspector must verify the following lists of conditions

Living Room

- Is there a living room?
- Are there at least two working outlets or one working outlet and one working light fixture?
- Is the room free from electrical hazards?
- Are all windows and doors that are accessible from the outside lockable?
- Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken window panes?
- Are the walls, ceilings and floors in good condition and free from hazardous defects?
- Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and non-intact paint on the protruding chewable surfaces, which are up to 5 feet from the ground and readily accessible to children under 6, lead-free or adequately treated?

Kitchen

- Is there a kitchen?
- Are there at least one working outlet and one working, permanently installed light fixture?
- Is the kitchen free from electrical hazards?
- Are the windows and doors that are accessible from the outside lockable?
- Are all windows free of signs of deterioration or missing or broken window panes?
- Are the walls, ceilings and floors in good condition and free from hazardous defects?
- Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?
- Is there a kitchen sink that works with hot and cold running water?
- Is there space to store, prepare and serve food?
- Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and non-intact paint on the protruding chewable surfaces, which are up to 5 feet from the ground and readily accessible to children under 6, lead-free or adequately treated?
- Is there a working oven, and a stove (or range) with top burners that work? If no oven and stove (or range) are present, is there a microwave oven and, if

microwave is owner-supplied, do other tenants have microwaves instead of an oven and stove (or range)?

Bathroom

- Is there a bathroom?
- Is there at least one permanently installed light fixture?
- Is the bathroom free from electrical hazards?
- Are all windows and doors that are accessible from the outside lockable?
- Are all windows free of signs of deterioration or missing or broken out panes?
- Are the walls, ceilings and floors in good condition and free from hazardous defects?
- Is there a working toilet in the unit for the exclusive private use of the tenant?
- Is there a working, permanently installed wash basin with hot and cold running water in the unit?
- Is there a working tub or shower with hot and cold running water in the unit?
- Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and non-intact paint on the protruding chewable surfaces, which are up to 5 feet from the ground and readily accessible to children under 6, lead-free or adequately treated?
- Are there windows that open, or a working vent system?

Other Rooms Used for Living and Halls

- If used as a bedroom, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If not used as a room for sleeping is there a means of illumination?
- Is the room free from electrical hazards?
- Are all windows and doors that are accessible from the outside lockable?
- If used as a bedroom is there at least one window? Are all windows free of signs of severe deterioration or missing or broken panes?
- Are walls, ceilings and floors in good condition and free from hazardous defects?
- Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and non-intact paint on the protruding chewable surfaces, which are up to 5 feet from the ground and readily accessible to children under 6, lead-free or adequately treated?
- Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of Fire Administration Authorization Act of 1992?
- In unit is occupied by a hearing impaired person, is there an alarm system connected to the smoke detector?

All Secondary Rooms (Rooms not used for living)

- Are all windows and doors accessible from the outside lockable?
- Are all these rooms free from electrical hazards?

Building Exterior

- Is the foundation sound and free from hazards?
- Are all the exterior stairs, rails, and porches sound and free from hazards?
- Are the roof, gutters, and downspouts sound and free from hazards?
- Are exterior surfaces sound and free from hazards?
- Is the chimney sound and free from hazards?
- If the building was built prior to 1978, (Ex: doors, porch floors, porch ceilings, stairs, decks, window sills and railings) are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and non-intact paint on the protruding chewable surfaces, which are up to 5 feet from the ground and readily accessible to children under 6, lead-free or adequately treated?
- If the unit is a manufactured home, is it properly placed and tied down?

Heating and Plumbing

- Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?
- Is the unit free from un-vented fuel burning space heaters or any other types of unsafe heating conditions?
- Does the unit have adequate ventilation and cooling by means of windows that open or a working cooling system?
- Is the hot water heater located, equipped, and installed in a safe manner?
- Is the unit served by an approved public or private sanitary water supply?
- Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?
- Is plumbing connected to an approved public or private disposal system, and is it free from sewer back-up?

General Health and Safety

- Can the unit be entered without having to go through another unit?
- Is there an alternative fire exit from this building that is not blocked and meets local or state regulations as an acceptable exit?
- Is the unit free from rats or severe infestation by mice or vermin?
- Is the unit free from heavy accumulation of garbage or debris inside and outside?
- Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approved by a local agency?
- Are interior stairs and common halls free from hazards to the occupant because of loose, broken, or missing steps on stairways; absent or insecure railings; inadequate lighting; or other hazards?
- If local practice requires it, do all elevators have a current inspection certificate? If local practice does not require it, are all elevators working and safe?

- Is the unit free from abnormally high levels of air pollution from vehicular exhaust? Are the site and immediate neighborhood free from conditions which would seriously and continuously endanger the health or safety of the residents?

Other Requirements

- Are tenant supplied utilities separately metered?

Common Failure Conditions:

- ✓ Smoke detectors not present or not functional
- ✓ Cracked electrical outlet cover plates
- ✓ Railing not present where required
- ✓ Exterior and interior paint peeling
- ✓ Tripping hazards due to carpets/vinyl
- ✓ Broken or cracked window panes
- ✓ Inoperable stoves or range hoods
- ✓ Missing burner control knobs
- ✓ Inoperable bathroom fan or lack of ventilation
- ✓ Leaky faucets or plumbing
- ✓ No temperature or pressure release valve on water heaters

Rent Reasonableness

When the unit is inspected, the inspector will also be determining the rent reasonableness of the housing unit. There is no limit to HUD rent charges in the program but the rent should be reasonable and comparable to the rents charged for comparable unassisted units. If the rent is determined to be unreasonable, the landlord will be asked to reduce the rent or provide additional comparables to establish the rent level is reasonable.

Disapproval of Owners

ACHA cannot approve a unit if:

- ❖ HUD informs ACHA that the owner has been debarred, suspended, or subject to a limited denial of participation by the HUD.
- ❖ The government has a judicial action against the owner for violation for the Fair Housing Act or other equal opportunity requirements.

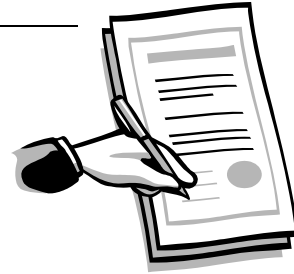
ACHA also has the discretion to disapprove if:

- ❖ The owner has violated obligations under a housing assistance payments contract.
- ❖ The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any HUD program.
- ❖ The owner has been engaged in drug trafficking.

- ❖ The owner has a history or practice of non-compliance with HQS for units leased under this program.
- ❖ The owner has previously rented units that fail to meet State or local housing codes.
- ❖ The owner has not paid State or local real estate taxes, fines, or assessments.

Step 4 Contract and Lease Signed

Once the lease and unit have been approved, you will enter into a Contract with the Housing Authority, and you will sign a lease agreement with the family. It is important to note that the lease agreement date must start the same date as the HAP Contract.



Step 5 Housing Assistance Payment to Owner

The Housing Authority will make payments to you after the unit has been approved and the Housing Assistance Payments Contract has been signed. ACHA will mail the payment the last day of the previous month. ACHA will continue to make payments as long as the unit meets HQS, the tenant is eligible for assistance, the tenant resides in the unit and the owner is in compliance with the Contract. The family is responsible for paying the amount the Housing Authority does not cover.

Chapter 3 Obligations

HUD-Required Annual Activities

The 3 HUD-required annual activities are:

Recertification of the family
Inspection of the housing unit
Adjustments made to contract rents

Recertification of the family

On an annual basis ACHA is required to recertify the family's income and household composition. The family must provide information to ACHA pertaining to total family income, allowable deductions from income, allowable deductions from income, and family composition. If the family's income has increased or decreased, it will change the amount of the family's payment to the owner; this affects the portion of the contract rent that is paid by the family, but it does not affect the total amount received by the owner from both ACHA and the family.

Changes in payments

ACHA will provide 30 calendar days written notice to the family and to the owner if the family's portion of the rent changes.

Occasionally, a family is uncooperative in the recertification process, and it results in a loss of their rental assistance. ACHA will notify the owner if the family's rental assistance is being terminated.

Annual inspection of the unit

Every unit must be inspected by ACHA at least once a year. ACHA will provide written notice in advance to the owner and family as to the date and time of the annual inspection. Written notice will also be given of the results of the inspection.

If the unit does not pass inspection, a reasonable time period will be given to make repairs, and a re-inspection will be scheduled.

The family is responsible for the repairs that are the result of damage caused by the family beyond normal wear and tear, for the operation of tenant-supplied appliances and for the payment of tenant-supplied utilities.

Abatement of payments

According to the HAP Contract, the owner is responsible for ensuring that the unit meets the Housing Quality Standards during the entire term of the HAP Contract. At any time it is determined that the unit does not meet Housing Quality Standards, ACHA will notify you in writing and provide a reasonable time period to make repairs. If the repairs are not made within the time period, ACHA is required to abate payments. If a payment is abated, the tenant is still responsible only for their share of the rent. It is very important that you be aware of the condition of your rental units and make repairs promptly.

Voucher program rent increases.

After the first year of the lease, the owner may increase the rent with 60 days notice to the family and ACHA. The proposed increase must be reasonable in accordance with the rents for other unassisted units in Adams County and other assisted or unassisted units in the same building.

Family Obligations to the Owner

Families are obligated to pay the rent on time and to take care of the housing unit. As a part of your tenant selection process, you should review the lease agreement with the family carefully. The family must pay its portion of the rent to the owner on time, in accordance with the terms of the lease. Generally, the owner is required to make repairs and provide routine maintenance, but if a housing unit fails to meet Housing Quality Standards because of the following, it is the family's responsibility.

Utilities

The family must keep all utilities in service for which they are responsible to provide. If utilities that the family is required to provide (such as electricity, gas, or water) are not kept in service, the unit will not meet Housing Quality Standards. The family will be given a short period of time to get the utilities back into service.

Appliances

The family must supply and maintain any appliances that are not provided by the owner (such as stove or refrigerator).

Damages

The family is responsible for damages to the unit and premises (beyond normal wear and tear) that are caused by any member or guest. If the family does not correct tenant caused damages in accordance with the lease, their assistance may be terminated.

Family Obligations

Housing Choice Voucher participants are required to comply with certain “Family Obligations”. These Family Obligations are required by HUD regulations and they are listed on the housing voucher. The list of Family Obligations is as follows:

Supplying required information

The family must supply any information that ACHA or HUD determines is necessary for administration of the program, and to certify or recertify a family. This includes evidence of citizenship or eligible immigration status. It also includes information about family income and household members.

Disclosing and Verifying Social Security Numbers

The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information.

True and complete information

Any information provided by the family must be true and complete.

Housing Quality Standards (HQS) caused by the family

The family is responsible for certain HQS violations caused by the family.



Allowing ACHA to inspect the unit

The family must allow ACHA to inspect the unit at reasonable times and after reasonable notice.

Violation of the lease

The family may not commit any serious or repeated violation of the lease.

Family notice of move or lease termination

The family must notify ACHA and the owner before the family moves out of the unit, or terminates the lease on notice to the owner.

Owner Eviction notice

The family must promptly give ACHA a copy of any owner eviction notice.

Use and occupancy of the unit

The family must use the assisted unit for residence by the family and as the family's only residence.

Approval of family members

The members of the family must be approved by ACHA. The family must promptly inform ACHA of the birth, adoption, or court-awarded custody of a child. The family must request in writing owner and ACHA approval to add any other family members of an occupant of the unit.

Foster children

A foster child or live-in aide may reside in the unit with approval of ACHA.

Family member moves

The family must promptly notify ACHA in writing if a family member no longer resides in the unit.

Profit making activities

Family members may engage in legal profitability activities in the unit, but only if such activities are incidental to the primary use of the unit as the family's residence. The owner's lease may contain additional restrictions.

Subleasing

The family must not sublease or let the unit.

Assigning or transferring

The family must not assign the lease or transfer the unit.

Absence from the unit

The family must supply any information or certification requested by the HA to verify that the family is living in the unit, or relating to family absences. The family must promptly notify ACHA of absence from the unit.

Interest or ownership

The family must not own or have any interest in the unit.

Fraud and other program violations

The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.

Crime by family members

The members of the family may not engage in drug-related criminal activity or violent criminal activity.

Other housing assistance

An assisted family, or members of the family, may not receive HCV assistance while receiving another housing subsidy for the same unit or a different unit under any duplicative Federal, State or local housing assistance program.

Owner and Housing Agency Communication

Since many of these *family obligations* involve the owner, communication between ACHA and the owner is vital to the success of the program. For example, if the owner intends to evict the family for serious or repeated violations of the lease, the owner's notice must be clear and complete so that ACHA can determine whether a *family obligation* was violated. Copies of all lease violation notices should be faxed or mailed to ACHA.

Owner's Obligations to the Family

Non-discrimination

All rental property owners are subject to federal and local laws that prohibit discrimination in housing against persons due to their sex, age, ethnicity, race, color, familial status, because they have children, or because of a disability.

Violations of Fair Housing and non-discrimination laws will result in denial or termination of participation in the HCV program and could result in civil penalties.

It is in your best interest to utilize the same methods of screening and selection for all renters and to keep complete documentation. At your request, ACHA can provide you with additional information pertaining to Fair Housing requirements.

Reasonable modification of the unit.

Owners cannot discriminate against families with disabilities and should be aware of their obligation to make reasonable modification to the unit for such families, at the family's expense, as required for all persons with disabilities under the Fair Housing

Act for the private rental market. Please notify ACHA if you have, or know of an owner who has accessible units for persons with disabilities.

Owner's Obligations

Program Integrity

Most owners who participate in the program comply with the program rules and the HAP Contract, but occasionally some do not. When an owner violates the rules he/she can become subject to administrative or other more severe sanctions. ACHA's goal is to make sure that the program rules are understood.

Most Common Owner Violations

Failing to maintain the unit

The owner is responsible for normal maintenance and upkeep of the unit. Make sure that repairs which are the responsibility of the owner are made in a timely manner.

Accepting payments for a vacant unit

If a family moves in violation of the lease, the owner must notify ACHA immediately.

Demanding or accepting side payments

ACHA determines the amount of rent to be paid by the family for rent. Any additional payments or agreements must be approved by ACHA.

Contract Terminations

Contract and lease tied together



The HAP contract is a contract between the owner and ACHA. It runs concurrently with the lease, and it terminates automatically when the lease terminates.

Another example of when a HAP contract may end is when a family's income increases to the point that ACHA payment to the owner is no longer necessary. The HAP contract terminates automatically after 180 calendar days after the last assistance payment is made to the owner.

Breach of contract

Any of the following actions by the owner will be considered a breach of the HAP Contract:

- Owner violates any obligation of the HAP contract, including HQS.

- Owner violates any obligation under any other HAP Contract.
- Owner has committed fraud, bribery, or any other corrupt or criminal act involving a Federal housing program.
- Owner has committed fraud, bribery, or any other corrupt or criminal act in connection with mortgages insured or loans made by the HUD.

Change of ownership

As a provision of the HAP contract, the owner may not assign the HAP contract to a new owner without prior written consent of ACHA. Therefore it is necessary to notify ACHA if you put the property on the market for sale.

Chapter 4 Terminations

Termination of Tenancy by Family

The family may terminate tenancy after the first year of the lease. Terminations during the first year are allowed only if the owner agrees to release the family from the lease. The family must give the owner and ACHA notice of termination of tenancy in accordance with the lease prior to moving from the unit. The owner's lease may not require more than 60 calendar days notice for the family after the first term of the lease.

Termination of Tenancy by Owner

During the term of the lease, the owner may terminate tenancy only for:

- Serious or repeated violations of the terms and conditions of the lease.
- Violations of Federal, state, or local law which directly relate to the use or occupancy of the unit or premises.
- Other good cause. Other good cause may include the following:
 - Failure by the family to accept the offer of a new lease or revision.
 - Family history of disturbance of neighbors, destruction of property, or living or housekeeping habits resulting in damage to the unit or premises.
 - The owner's desire to use the unit for personal or family use, or a purpose other than residential.
 - Business or economic reasons, such as sale of property, renovation of unit, or desire to lease the unit at a higher rent.

The owner may not terminate for "good cause" during the first year of the lease; unless it is because of something the family did or failed to do. At the end of the initial term or at the end of any successive definite term, the owner may terminate the lease without cause.

Criminal Activity

Cause for termination of tenancy includes any illegal activity that threatens the safety or right to enjoyment of the premises by other residents or persons residing in the immediate vicinity of the premises, and any drug related criminal activity on or off the premises.



Owner Notice to Terminate Tenancy

The owner must give the tenant written notice of grounds for termination of tenancy at or before the commencement of the eviction action. The notice may be included or combined with any owner eviction notice to the family. The owner must give the HA a copy of any owner eviction notice given to the family. The owner may evict the tenant only by instituting a court action.

Termination of Housing Assistance by Housing Agency

If the PHA terminates program assistance for the family, the HAP contract terminates automatically. The PHA will always provide the owner with advanced written notice of termination or assistance. Rental assistance can be terminated for violating any of the family obligations under the program as well as for serious and repeated violations of the lease.

Chapter 5 Program Benefits

Owner Benefits

Many owners have come to appreciate the advantages of having a contracted monthly assistance payment as well as minimum inspection standards. Keeping your property consistently well-maintained helps ensure its resale value and also makes it a lot easier to lease up again when a family does move out.

Satisfied Owner:

- Prepares unit for inspection
- Collects rent on time
- Screens families/selects good renters
- Maintains units
- Enforces lease Complies with HAP contract
- Keeps units occupied

Unsatisfied Owner:

- Offers poor or marginal unit in need of repair
- Makes slow, poor quality repairs
- Doesn't screen families
- Ignores condition & maintenance of unit
- Doesn't enforce lease
- Ignores HAP contract

Family Benefits

The program provides families with the opportunity to choose their home and a neighborhood that will meet their needs. Families can take their rental assistance with them. Having this flexibility has enabled many families to pursue employment and educational opportunities, be reunited with their friends and family, and move out of unsafe neighborhoods. Owner participation is essential to making these opportunities a reality.

Sample Forms

If you are interested in requesting a Sample of the Request for Tenancy Approval, Housing Assistance Payment Contract, or Tenancy Lease Addendum, please contact ACHA and we will be happy to share these with you.

Conclusion

Thank you for your interest in the Housing Choice Voucher Program! We look forward to working with you to provide safe, decent, affordable housing. If you have any questions or would like additional information, please call us at (717) 334-1518.

Housing Choice Voucher Available Unit

Date: _____

Bedroom Size: 1 2 3 4 5 6

Monthly Rent: \$ _____ **Security Deposit:** \$ _____

Unit Address: _____

Date Available: _____

Tenant Pays (circle all that apply):

Gas Electric Water/Sewer Trash Other: _____

Landlord Pays (circle all that apply):

Gas Electric Water/Sewer Trash Other: _____

Contact Name & Phone Number: _____

Additional Information: _____

The information you have provided will be listed on the listings distributed to the public

If you have any questions please call

Notice of Family Member Move-Out

Please complete this form and submit it to your ACHA Case Manager immediately in the event that any family member(s) Move out of your housing unit.

Date _____

Head of Household _____

Address _____ Apt No. _____

City _____ State _____ Zip _____

Telephone _____

Name of family member who moved

Date that the family member moved

What is the new address of this person?

What is the new telephone number of this person?

Chapter 7 Glossary of Housing Terms

Admission: The effective date of the first HAP contract for a family (first day of initial lease term); the point at which a family becomes a *participant*

Annual Income: The anticipated total Annual Income of an eligible family from all sources for the 12 month period following the date of determination of income

Adjusted Income: Annual Income less allowable HUD deductions and expenses

Applicant: A family that has applied for admission to the program, but is not yet a participant in the program

Assisted: Participant of the HCV Program and the PHA is making rental or mortgage assistance payments on their behalf to a landlord or mortgage company

Contract Rent: The amount of rent the PHA authorizes an owner to collect for a unit occupied by a family receiving assistance. The rent may be paid by the tenant, the PHA, or both.

Drug-Related Criminal Activity: Drug trafficking, illegal use or possession for personal use, of a controlled substance as defined in section 102 of the Controlled Substance Act

Drug Trafficking: The illegal manufacture, sale, or distribution or the possession with intent to manufacture, sell, or distribute a controlled substance

Fair Market Rent: The rent limit published in the Federal Register for HCV Rental Assistance which includes utilities (except telephone) and ranges and refrigerators. It is used as a standard to obtain privately owned, existing, decent, safe, and sanitary rental housing of a non-luxury nature with suitable amenities. In the voucher program it is used as a cap for the Payment Standard

Family Self Sufficiency Program (FSS): A program developed by the PHA to promote the self sufficiency of assisted families, includes the provision of supportive services

Gross Rent: The sum of the Contract Rent and the utility allowance. If there is no tenant paid utilities, the Contract Rent equals the Gross Rent

HAP Contract: See Housing Assistance Payment Contract

Head of Household: The person who assumes legal and financial responsibility for the household and is listed on the application as head

Housing Authority (PHA): Any state, county, municipality, or other governmental entity or public body which is authorized to engage in or assist in the development or operation of housing for low income families

Housing Assistance Payment (HAP): The amount the PHA pays the owner for a unit occupied by a Section 8 tenant. It is the contract rent for the unit minus the tenant rent

Housing Assistance Payment Contract: A written contract between the PHA and the owner for the purpose of providing housing assistance payments to the owner on behalf of the eligible family. It defines the owner and PHA responsibilities, and is referred to as the HAP Contract

Housing Choice Voucher (HCV) Program: Program assisting low-income families with rental or homeownership assistance; formerly called the Section 8 program

Housing Quality Standards: The HUD minimum quality standards for housing assisted under the HCV program

HUD: The Department of Housing and Urban Development or its designee

Landlord: Either the legal owner of the property, or the owner's representative or managing agents as designated by the owner

Lease: A written agreement between an owner and an eligible family for the leasing of a housing unit

Lease addendum: A HUD-designed addition to an owner's lease that includes all the HUD-required language

Monthly Adjusted Income: One-twelfth of the Annual Income after Allowances

Monthly Income: One-twelfth of the Annual Income

Owner: Any person or entity with the legal right to lease or sublease a unit to a participant

Owner orientation: A meeting with a PHA representative for the purpose of learning the rules and procedures for participating as an owner in the HCV Program

Participant: A family that has been admitted to the Voucher Program, and is currently assisted in the program

Payment Standard: In the voucher program, an amount used by the PHA to calculate the housing assistance payment for a family. Each payment standard amount is based on the fair market rent. The PHA adopts a payment standard for each bedroom size and for each FMR rent area in the PHA jurisdiction

Portability: Renting a dwelling unit with HCV assistance outside the jurisdiction of the Initial PHA

Premises: The building or complex in which the dwelling unit is located including common areas and grounds

Recertification: Sometimes called *Reexamination*. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if no interim changes are reported by the family

Reasonable Rent (Rent Reasonableness): A rent to owner that is not more than either:

- The rent charged for comparable units in the private unassisted market, or
- The rent charged by the owner for a comparable assisted or unassisted unit in the building or premises

Reasonable modification: The fair housing requirement that allows persons with disabilities to make adjustments to their rental units at their own expense

Rent To Owner: The monthly rent payable to the owner under the lease. Rent to owner includes payment for any services, maintenance, and utilities to be provided by the owner in accordance with the lease

Request for Tenancy Approval (RFTA): A HUD-required form that indicates to the PHA that an owner is interested in renting to A voucher holder. The RFTA includes important owner and unit information whether the tenant can be assisted in that particular unit

Security Deposit: A dollar amount which can be collected from the family by the owner to be used for amounts owed under the lease according to State/local law

Single Person: A person living alone or intending to live alone.

Subsidy Standards: Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions

Tenant: The person or persons who execute the lease as lessee of the dwelling unit.

Tenant Rent: The amount payable monthly by the family as rent to the owner.

Total Tenant Payment: The total amount the HUD rent formula requires the tenant to pay toward rent and utilities

Unit/Housing Unit: Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit

Utility Allowance: The PHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities

Utility Reimbursement: The amount, if any, by which any utility allowance for family-paid utilities or other housing services exceeds the total tenant payment

Violent Criminal Activity: Any illegal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another

Voucher (Rental Voucher): A document issued by a PHA to a family selected for admission into the voucher program. The voucher describes the program and the procedures for PHA