

Owner's Handbook
For the Rental Assistance
Program



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Goal of the Section 8 Housing Program

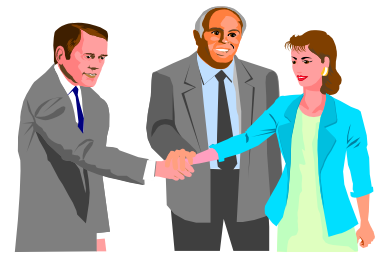
This guidebook has been prepared in appreciation of your interest in participating in the Section 8 Tenant-Based Assistance Voucher Program.

The rules and regulations for the Section 8 Housing 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 assist you in understanding how the programs work.

The success of the program depends on the local housing agency (HA) being able to contract with property managers and owners who have decent, safe, and sanitary rental units. Participation is voluntary; however, many low income families in your community rely on owners like you, who are willing to participate in the program. In most communities, there is a shortage of decent and affordable housing. The subsidy that comes with the Section 8 program helps families to rent in many different neighborhoods. Participant families include elderly persons, disabled persons, and working families who do not earn enough to keep pace with rising rental housing costs.

Housing Agency Service Commitment

As a public service agency, the Housing agency's goal is to provide excellent service to the families and owners participating in the Section 8 Program. The HA will make every effort to inform you of the program rules, and to advise you of how these rules affect you. Since federal regulations are not always easy to understand, it is very important to ask questions if you are not sure of something. Do not hesitate to contact a HA representative if you have a question or problem that pertains to one of the housing programs.



Definitions

In order to explain the Voucher program, it is necessary to use certain housing terms. For this reason; a glossary of commonly used housing terms has been included in the back of this handbook. As you read through the text, you will notice that many terms are in ***bold italics***. When you see a ***bold and italicized*** term or phrase, it will draw your attention to the fact that the term or phrase can be found in the glossary.

Getting in touch with you



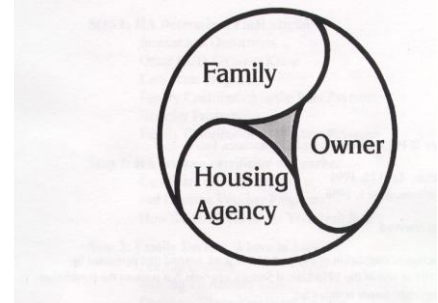
Since the HA may need to contact you from time to time, be sure they have a daytime phone number where you can be reached. After the initial lease-up period, most of your contact with the HA will probably

be by first-class mail. Your cooperation is essential to the HA's being able to serve you and any family you may select as a renter.

Chapter 2 **General Program Information**

Responsibilities within the Section 8 Program

The Section 8 housing program is a three-way partnership among the Housing Agency (HA), the tenant, and the owner or landlord of the housing unit (you).



The Housing Agency's Job

In order for the program to work, the HA must do the following:

- ❑ Review all applications to determine whether an applicant is eligible for the program.
- ❑ Explain all the rules of the program to all of the families who qualify.
- ❑ Issue a Voucher and, if necessary, assist the family in finding a place to live.
- ❑ Approve the unit, the owner, and the Tenancy
- ❑ Make housing assistance payments to the owner in a timely manner.
- ❑ Ensure that both the family and the unit continue to qualify under the program.
- ❑ Ensure that owners and families comply with the program rules.
- ❑ Provide families and owners with prompt, professional service.

The Owner's Job

In order for the program to work, the owner must:

- ❑ Screen families who apply to determine if they will be good renters. The YHA can supply you with the current and previous address and landlord information. The YHA may also provide additional information pertaining to a tenant's performance as a renter.

The owner may consider a family's background regarding factors such as:

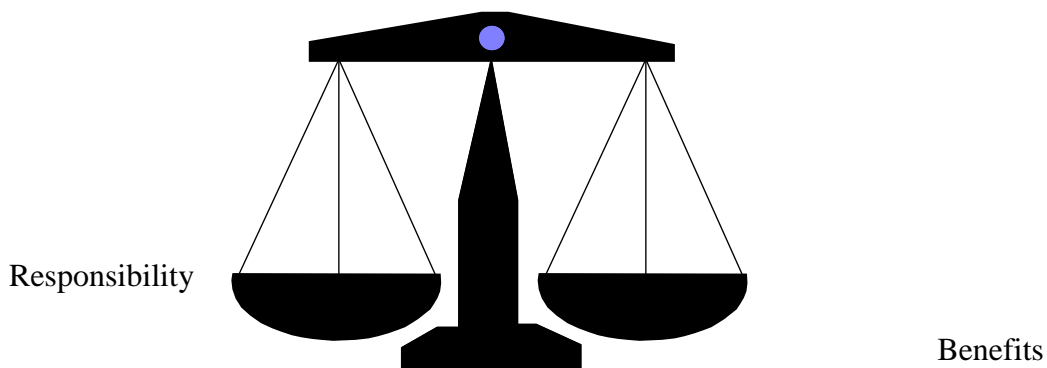
- ✓ Payment of rent and utility bills

- ✓ Caring for a unit/premises
 - ✓ Respecting the rights of others to peaceful enjoyment
 - ✓ Drug-related criminal activity or other criminal activity that is a threat to life, safety or property of others.
 - ✓ Compliance with other essential conditions of tenancy.
- ❑ Comply with fair housing laws, and not discriminate against any family.
 - ❑ Maintain the housing unit by making necessary repairs in a timely manner.
 - ❑ Comply with the terms of the Housing Assistance Contract with the Housing Agency.
 - ❑ Collect the rent due by the tenant and otherwise enforce the lease.

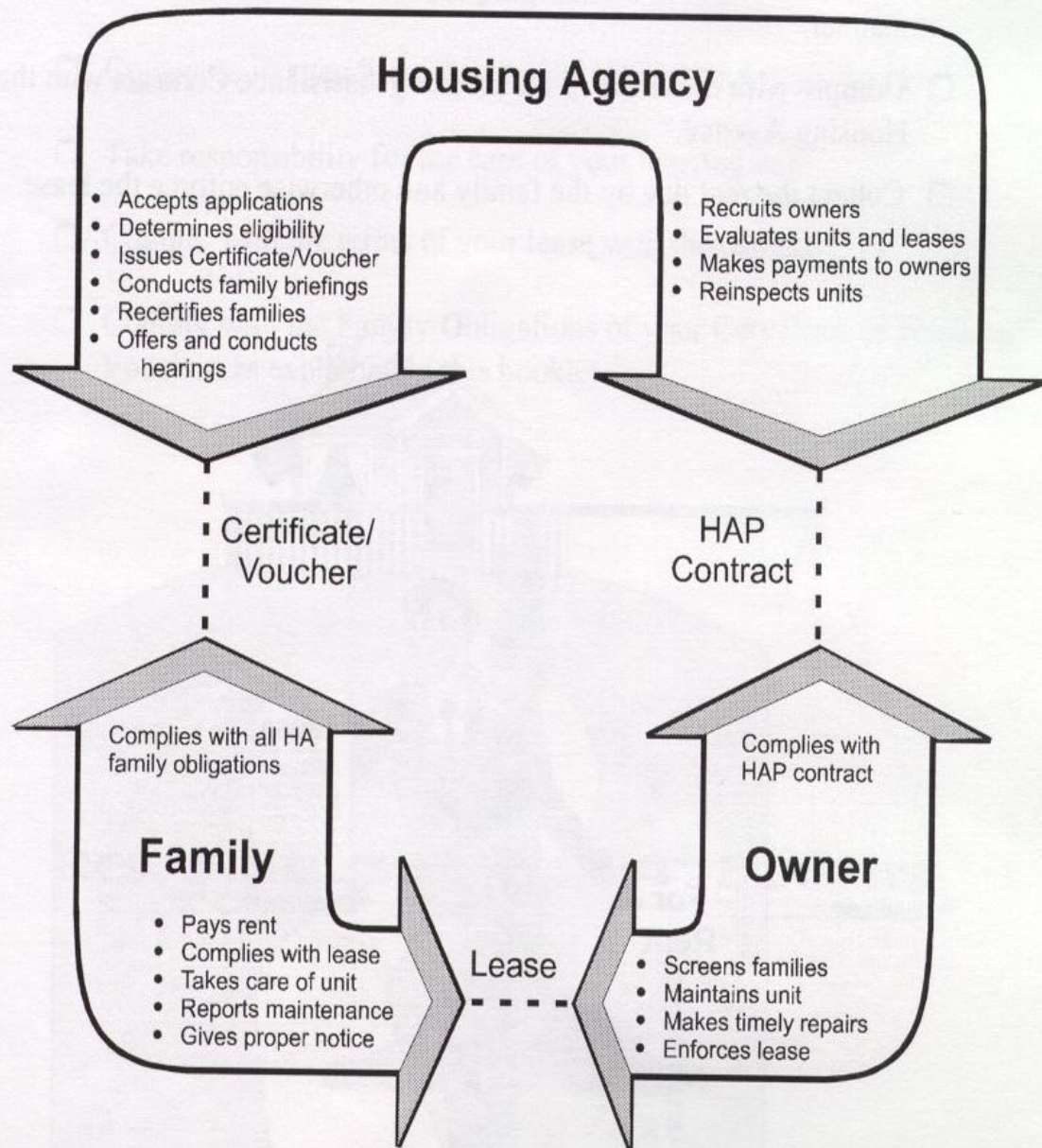
The Family's Job

In order for the program to work, the family must do the following:

- ❑ Provide the HA with complete and accurate information.
- ❑ Make their best effort to find a place to live that is suitable for them and qualifies for the program.
- ❑ Cooperate in attending all appointments scheduled by the HA.
- ❑ Take responsibility for the care of their housing unit.
- ❑ Comply with the terms of their lease with the owner.
- ❑ Comply with the Family Obligations of their Voucher.



Relationships and Responsibilities



Steps for Interested Owners

If you or someone you know has one or more rental units and are interested in the program, you may call your local Housing Agency at anytime during business hours. The HA will mail you a packet of information about the program and may offer to schedule an ***owner orientation*** for you. If you decide to participate in the program, be prepared to furnish proof of legal ownership of any unit(s) that you offer under the program. This is one of HUD's requirements for the program.



Finding a tenant

Step 1

A prospective tenant may come to you with a certificate in hand, or you can list your available unit with the HA.

Owner approves tenant

Step 2

Even though a family is determined by the HA to be eligible for the program, the owner must approve the family as a suitable renter. The HA knows that the owner has approved the family when a ***Request for Approval of Tenancy*** form is submitted.

HA approves lease and unit

Step 3

After a family finds a suitable housing unit and the owner approves the family, the Housing Agency needs to determine if the unit qualifies for the Section 8 Program. This includes a Housing Quality Standards inspection. If the unit does not pass inspection, a reasonable time will be given to make the required repairs.

Contract and Lease signed

Step 4

If the lease and unit meet the program requirements, the HA will enter into a Housing Assistance Payment Contract with the owner, and the family will enter into a lease with the owner.

Housing Assistance Payments made

Step 5

After the HAP Contract and lease are signed, the HA makes the initial HAP payment and continues to make monthly payments to the owner as long as the family continues to meet eligibility criteria and the housing unit qualifies under the program.

Step 1

Finding a Tenant

When a family is determined to be eligible for the program and funding is available, the Housing Agency (HA) issues the family a Housing Choice Voucher. The family receives the Voucher at the tenant briefing. They then begin looking for a unit. If you wish, the HA will give your name and general information about the rental unit(s) to families who have been issued a Voucher. Any interested families will then contact you for an appointment to see your housing unit(s). The HA will not steer families to specific owners or rental units, but they will furnish families with information on units that are available. When you first see a Section 8 family, they will already have been Voucher.



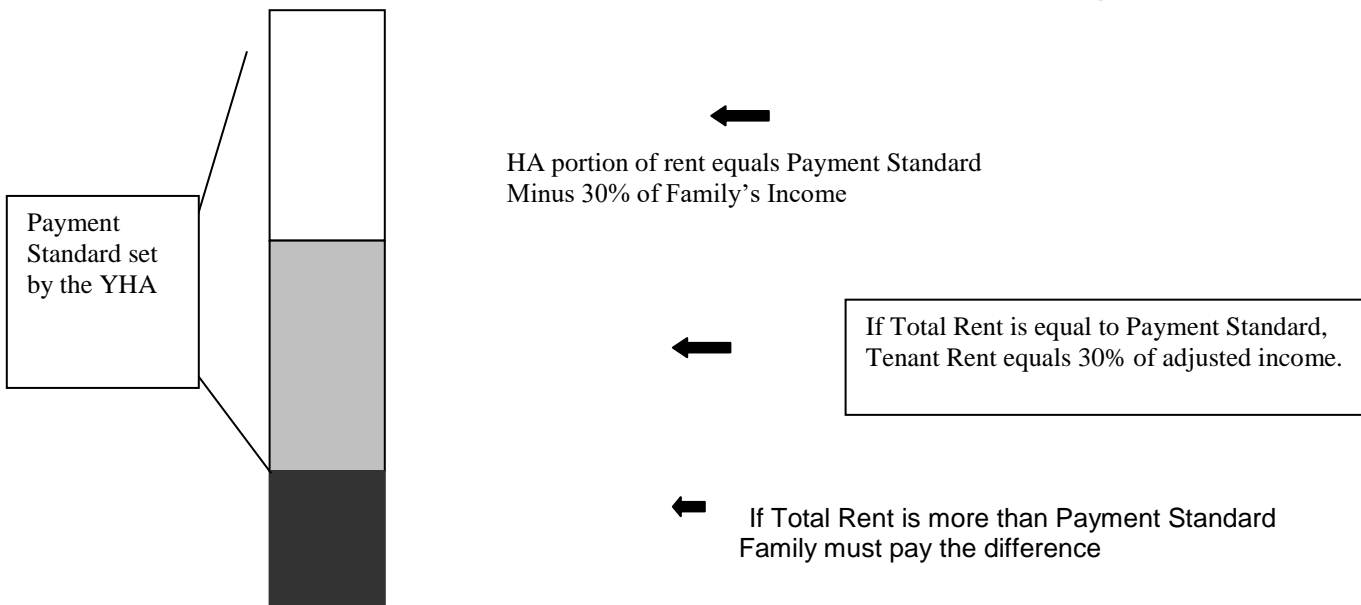
Housing Choice Voucher Program

In the Housing Voucher Program, the maximum amount that the HA will pay is an amount equal to the *Payment Standard* minus the **Total Tenant Payment**.

The Payment Standard

- is established by the HA but must be set at an amount that is between 90% to 110% of the HUD-established Fair Market Rent for the Program.
- is based on the cost of housing and utilities for your area
- depends on the family composition and the bedroom size of the unit. For example, the payment standard is higher for families requiring 3-bedroom units than for families requiring 1-bedroom units.

Who pays what in the Voucher Program



Step 2

Owner Approves Tenant

You should use the same diligence in screening a Section 8 potential tenant as you would with any other tenant. To start, ask to see their Certificate or Voucher.

□ Review the Certificate or Voucher

- Check the expiration date to determine whether it has expired. Vouchers expire 60 days after issuance, unless they have been extended by the HA.
- The Voucher will also contain the unit bedroom size for which the family has been approved.

□ Screen the Family

When you are contacted by a prospective renter, evaluate them as you would any other renter.

Make sure that your tenant selection standards are based on objective, business-related considerations, such as previous history of non-payment, damages to unit, or disturbance of neighbors.

Owners must apply the same standards of tenant selection to any family who applies, whether that family is a prospective Section 8 renter or not. Tenant selection must not be based upon race, color, age, religion, sex, familial status, disabilities or any other discriminatory factors.

The HA does not screen families for their suitability as renters, that is the job of the owner.

Security Deposits

The owner may collect a security deposit. The HA has the discretion to prohibit security deposits that are in excess of private market practice, or in excess of security deposits for the owner's unassisted units.

Step 3

HA Approves Lease and Unit

HUD requires certain language in any lease signed by a Section 8 tenant. Must include the HUD ***Tenancy Addendum***, and the HA must approve the lease before it is signed.

Using your own lease

You may submit your own lease to the HA along with a ***Request for Approval of Tenancy***(RFAT) form. The YHA may review the lease to make sure it does not

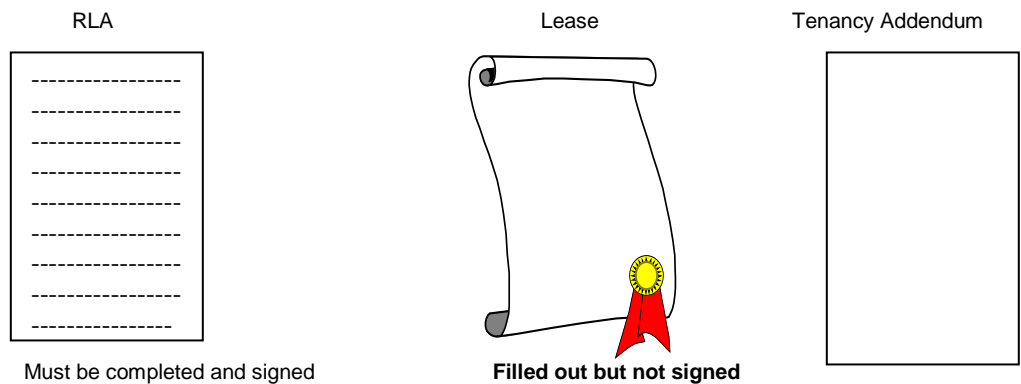
contain any provision that conflicts with Program rules or state law. The lease must specify all of the following:

- ✓ Name of the owner
- ✓ Name of the tenant
- ✓ Unit rented (address, apartment number, and other information needed to identify the unit.
- ✓ The term of the lease
 - Initial term
 - Provision for renewal terms
- ✓ Amount of monthly rent to owner
- ✓ Utilities and appliances that are to be supplied by the owner
- ✓ Utilities and appliances that are to be supplied by the tenant

The lease should include the amount of the security deposit. Your lease should also address renewal terms, notice period for termination of tenancy, and rent increases after the initial term.

Request for Approval of Tenancy

The family was given a Request for Approval of Tenancy (RFAT) form at their tenant briefing. When the HA receives your signed RFAT, they will review it to determine if the unit is the correct size and the proposed rent is approvable. The HUD-required tenancy addendum must be attached to your lease.



Tenancy Addendum

The HUD-required *Tenancy Addendum* must be attached as part of the owner's standard form of lease that is issued by the owner for unassisted tenants.

Important Information about the Lease Agreement

- ✓ The lease agreement must comply with state and local law.
- ✓ The Housing Assistance Payment Contract (HAP) between the HA and the owner begins on the first day of the term of the lease and ends on the last day of the term of the lease.

- ✓ The initial term of the lease must be for at least one year unless the YHA approves a shorter term. The YHA may approve a shorter term if:

A shorter term would improve housing opportunities for the tenant; and

Shorter terms are the prevailing market practice.

HA Approves Unit

On receipt and review of the ***Request of Approval of Tenancy***, the HA will notify you and the tenant of the date and time of the Housing Quality Inspection. You or your representative should be there. If the unit passes the initial inspection and the rent is reasonable, the HA will prepare the necessary paperwork, and tenant assistance will begin. The YHA will execute the HAP contracts only on the first of the month, however, the YHA may put families under contract in the middle of the month and prorate the first month's HAP. If the unit does not pass the initial inspection, you will be given a reasonable time period to correct any items that failed.

Housing Quality Standards (HQS)

Before the HA can make payments to you on behalf of a tenant family, the unit must meet HUD's minimum ***Housing Quality Standards [HQS]***. These standards have been implemented by HUD nationwide to ensure that all assisted units meet minimum health and safety standards. The booklet "A Good Place to Live" describes the general aspects of a unit that must be inspected for compliance with HQS. You may obtain much more detailed information from your HA representative about additional standards that may be required under local code.

Prepare the Unit for Inspection



Review the information on Housing Quality Standards as you evaluate your rental unit. Try to correct any HQS violations before the inspection. At the time of the inspection the unit should be "move-in" ready, and this will prevent delays in the beginning of the family's rental assistance. If the family is already in the unit, it is a good idea to go over the checklist with them to ensure the unit will meet the minimum requirements.

Participate in the Inspection

You and the family will receive written notification of the date and time of the unit inspection. Take advantage of this opportunity to meet the inspector and to discuss the various aspects of the inspection. It will help you to learn more about HQS so that you will know how to best prepare for other inspections. Once you go through an inspection, you will have a keener eye as to what the inspector is looking for. If you have ever had to have a housing inspection to get a mortgage, many of the items they look for are similar.

Make Repairs Promptly

If the housing unit does not pass the initial inspection, you will be notified in writing of any fail items and given a reasonable time period to make the repairs. When the repairs are complete, the HA will reinspect the unit. The HA is not responsible for any payments until the unit passes inspection and the family has taken occupancy. If the family moves into the unit prior to this, the family is responsible for the full amount of the monthly rent.



Areas Inspected

There are eight areas that must be reviewed for HQS compliance:

- ✓ Living Room
- ✓ Kitchen
- ✓ Bathroom
- ✓ Other Rooms Used for Living
- ✓ Secondary Rooms (Not Used for Living)
- ✓ Building Exterior
- ✓ Heating and Plumbing
- ✓ General Health and Safety

Findings

There are three ratings for the conditions verified by the Inspector: Pass, inconclusive and Fail.

- Pass means the condition meets the minimum requirement.
- Inconclusive means that more information is needed for the inspector to make a determination. For example, if the electricity and gas are not in service on the date of inspection, the inspector will mark "inconclusive" until service is turned on and verified.
 - ◇ An item marked "Fail" on the inspection report means that the condition does not meet the minimum requirement and must be brought up to the standard prior to the tenant receiving rental assistance in the unit.

All fail items must be corrected and verified prior to the execution of the Housing Assistance Payments Contract.

HQS Checklist

The following is a listing of the conditions that must be verified by the Housing Inspector:

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 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 that has elevated blood lead level, are the intact and non-intact paint on 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, is the intact and non-intact paint on 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 operable windows 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-out panes?
- Are walls, ceilings and floors in good condition and free from hazardous defects?
- Are painted surfaces free of defective paint or adequately treated? If there is a child under 6 with an elevated blood lead level, are the intact and non-intact paint

on 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 National Fire Protection Act of 1974?
- ❑ In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?

**All Secondary Rooms
(rooms not used for living, such as a laundry room)**

- ❑ Are all windows and doors that are 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 which are up to 5 feet from the ground or floor and readily accessible to children free of defective paint? If there is a child under 6 with elevated blood lead level, are the intact and non-intact paint on protruding chewable surfaces which are up to 5 feet from the ground or floor 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 unvented fuel burning space heaters or any other types of unsafe heating conditions?
- ❑ Does the unit have adequate ventilation and cooling by means of operable windows 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 certificates. 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 Requirement

- ❑ Are tenant-supplied utilities separately metered?

Most Common Fail Conditions

- ❑ Non-functional smoke detectors
- ❑ Missing or cracked electrical outlet cover plates
- ❑ Railings not present where required
- ❑ Peeling exterior and interior paint



- ❑ Tripping hazards caused by permanently installed floor coverings (carpets/ vinyl)
- ❑ Cracked or broken window panes
- ❑ Inoperable burners on stoves or inoperable range hoods
- ❑ Missing burner control knobs
- ❑ Inoperable bathroom fan/no ventilation
- ❑ Leaking faucets or plumbing
- ❑ No temperature/pressure relief valve on water heaters



Rent Determinations

Rent Reasonableness

At the time of the inspection, the inspector will also be evaluating the rent reasonableness of the housing unit. The proposed rent will be compared to the rent for other units on the market of similar size, features, and amenities.



\$400



\$600

Certificate Program Fair Market Rents

In addition to rent reasonableness, the HUD-established Fair Market Rent

FMR = Maximum Gross Rent

(FMR) is used to determine the maximum amount of gross rent the owner can charge at initial lease up. The Fair Market Rent ceiling is established for units with all utilities and stove and refrigerator included. Since many units do not include utilities and appliances, a utility allowance schedule is used to determine the maximum allowable rent. In order for the rent for a unit to be approved, it must be within the FMR limits, and the rent must be comparable to the rents charges for comparable unassisted units.

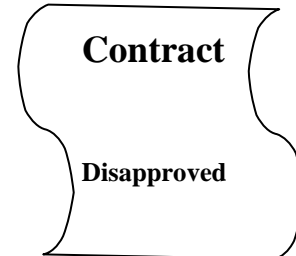
Voucher Program

Although there are no FFUD "ceilings" on the rents charged in the Voucher Program, they must still be reasonable and comparable to the rents charged for comparable unassisted units. The HA makes the determination of reasonableness and comparability based on the unit inspection report and rental market information.

HA Disapproval of Owners

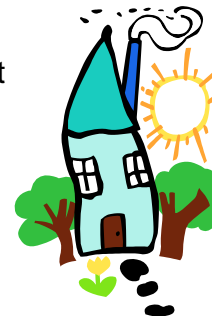
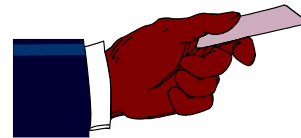
The HA is not permitted to approve a unit if:

- ❑ The HA has been notified by HUD that the owner has been debarred, suspended, or subject to a limited denial of participation by HUD.
- ❑ The government has instituted an administrative judicial action against the owner for violation of the Fair Housing Act or other equal opportunity requirements.



The HA also **has discretion to disapprove** an owner for any of the following:

- ❑ 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 engaged in drug trafficking.
- ❑ The owner has a history or practice of non-compliance with the Housing Quality Standards for units leased under the program.
- ❑ The owner has a history or practice of renting 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 Signing

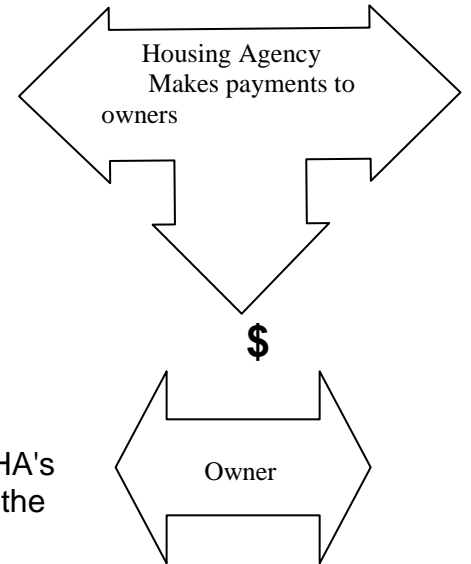
Once the lease and unit are approved, you will enter into a Contract with the HA, and you will sign a lease agreement with the family.



Step 5: Housing Assistance Payment to Owner

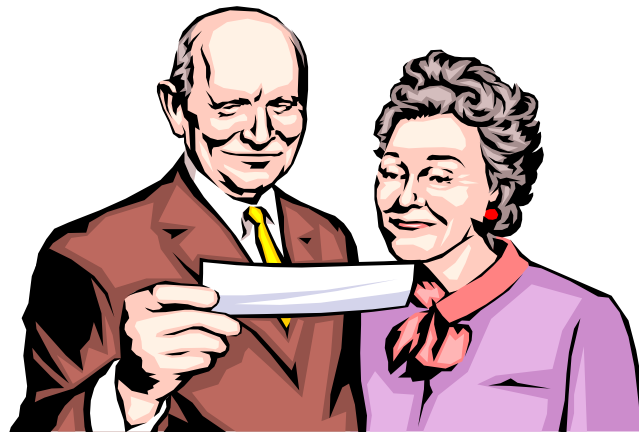
The HA will begin making payments HAP Payments to you after the unit has been approved and the Housing Assistance Payments Housing Agency Contract has been signed. The HA will mail the payment on or about the first of each month. The HA will continue to make payments as long as:

- ❑ the unit meets Housing Quality Standards
- ❑ the tenant is eligible for assistance
- ❑ the tenant resides in the unit
- ❑ the owner is in compliance with the Contract.



Family Payments to Owner

The family is responsible to pay the difference between the HA's payment amount and the total contract rent for the unit. It is the owner's responsibility to collect any portion of the rent that is payable by the family.



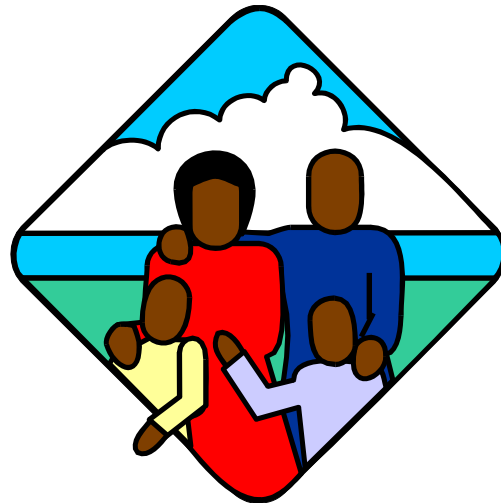
Chapter 4

Obligations

HUD-Required Annual Activities:

There are 3 HM-required annual activities:

- ❑ Recertification of the family income and household composition
- ❑ Inspection of the housing unit
- ❑ Annual adjustments to contract rents.



Recertification of the family.

The HA is required to recertify the family at least annually. The family is required to furnish information to the HA pertaining to total family 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 the HA and the family.

Changes in payments

The HA will provide advance written notice to the family and to the owner if the family's portion of the rent changes.

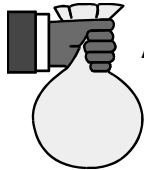
On occasion, a family fails to cooperate in the recertification process, and it results in a loss of their rental assistance. The HA will notify the owner if the family's rental assistance is being terminated. The Housing Assistance Payment will cease 30 days following the month in which notice of termination of assistance is provided to the owner.

Annual inspection of the unit.

Every unit must be inspected by the HA at least once a year. The HA will provide advance written notice to the owner and family of 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. The family is responsible for any repairs that are the result of damage caused by the family beyond normal wear and tear. The family is also responsible for the operation of tenant-supplied appliances and 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. If it is determined at any time that the unit does not meet Housing Quality Standards, the HA will notify you in writing and provide a reasonable time period to make repairs. If the repairs are not made within that time period, the HA is required to abate payments. If a payment is abated, the tenant is still responsible only for their share of the rent. Therefore, it is very important that you be aware of the condition of your rental units and make repairs as soon as they are needed.

Certificate program annual adjustments.

Owners in the certificate program may request rent adjustments annually to be effective on or after the anniversary date of the HAP Contract. Requests for rent adjustments must be made in writing. When an adjustment is processed, the HA must determine that the unit complies with HQS, that the rent is reasonable, and that any increase is within the limitation of the Annual Adjustment Factor.

Voucher program rent increases.

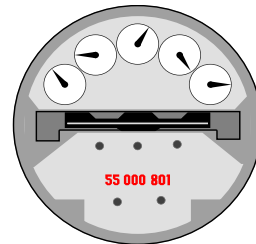
After the first year of the lease, the owner may increase the rent with 60-day notice to the family and the HA. The proposed increase must be reasonable. Check with your HA representative for information on the HA policy for rent increases in the voucher program.

Family Obligations to the Owner

The family obligations to the owner are contained in the lease agreement. Families are obligated to pay the rent on time and to take care of the housing unit. Make sure that as a part of your tenant selection process, you review the lease agreement with the family carefully. The family is required to 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 responsibility of the family.

□ Utilities

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

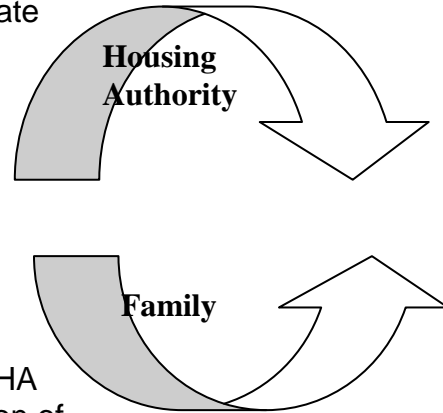


□ Damages

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 fulfill its obligations for the correction of tenant caused damages in accordance with the lease, their assistance may be terminated.

Family Obligations to the HA

Families who participate in the Section 8 Certificate Program are required to comply with certain "Family Obligations". These Family Obligations are required by HUD regulations and they are listed on the housing certificate and voucher. The list of Family Obligations is as follows:



❑ **Supplying required information**

The family must supply any information that the HA 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 the HA to inspect the unit**

The family must allow the HA 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**

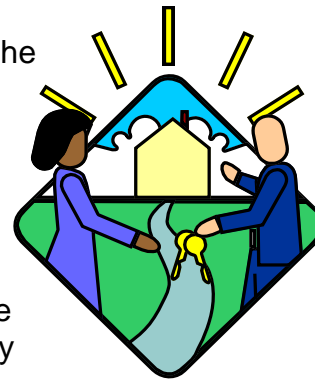
The family must notify the HA and the owner before the family moves out of the unit, or terminates the lease on notice to the owner.

❑ **Owner eviction notice**

The family must promptly give the HA 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 the HA. The family must promptly inform the HA of the birth, adoption or court-awarded custody of a child. The family must request HA approval to add any other family members as an occupant of the unit.

❑ **Foster children**

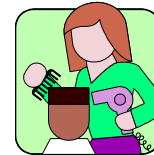
A foster child or live-in aide may reside in the unit with approval of the HA.

❑ **Family member moves**

The family must promptly notify the HA 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 the HA 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 Section 8 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 the HA 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 the HA can determine whether a *family obligation* was violated.

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 Section 8 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, the HA will furnish 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. Notify the HA if you have, or know of an owner who has, units accessible to persons with disabilities.



Owner's Obligations to the HA Program Integrity

Most owners who participate in the program comply with the program rules and the HAP Contract, but occasionally some do not. It is always unpleasant when an owner violates the rules and becomes subject to administrative or other more severe sanctions. The HA's goal is to prevent any embarrassment or expense which may result from owner violations by making sure that the program rules are understood. That is why we are listing the most common violations here.

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.



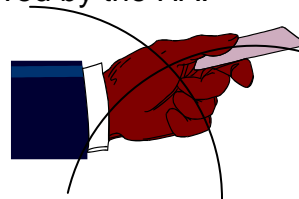
Accepting payments for a vacant unit

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

Demanding or accepting side payments

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

Contract Terminations



Contract and lease tied together.

The HAP contract is a contract between the owner and the HA, 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 an HA payment to the owner is no longer necessary. The HAP contract terminates automatically 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 other corrupt or criminal act in connection with mortgages insured or loans made by HUD.

Change of ownership.

As a provision of the HAP contract, the owner may not assign the HAP contract to a new owner without the prior written consent of the HA. Therefore it is necessary to notify the Housing Agency if you put the property on the market for sale. Your HA representative will provide you with a form to complete if the ownership or management of a property changes. Be prepared to provide the HA with all pertinent information requested to document the change.

Chapter 5

Terminations

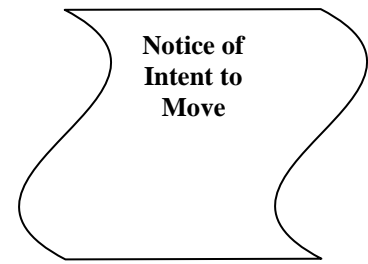
Termination of Tenancy by Family

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 the HA 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 ten-ns 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 rental.



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 criminal 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 near 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.

Eviction Notice ----- ----- ----- ----- ----- -----
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Termination by Mutual Agreement

The owner and tenant may mutually agree to terminate the lease at any time.

Termination of Housing Assistance

If the HA terminates program assistance for the family, the HAP contract terminates automatically. The HA will always provide the owner with advance written notice of termination of assistance.

Chapter 6 Program Benefits

Congratulations! By reading this far, you have wisely invested time in becoming familiar with the Section 8 Certificate and Housing Voucher Programs. More than one million families nationwide have been served by the two tenant-based assistance programs.

Owner Benefits

One of the reasons for the programs' success is that owners like you have taken the time to learn the program rules and have recognized some of the benefits of becoming a participating landlord. Over the years, many owners and property managers 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 moves out.

The Section 8 program has also introduced many novice property owners to key property management principles in the areas of tenant selection and lease enforcement, while it has helped others develop better building maintenance skills.

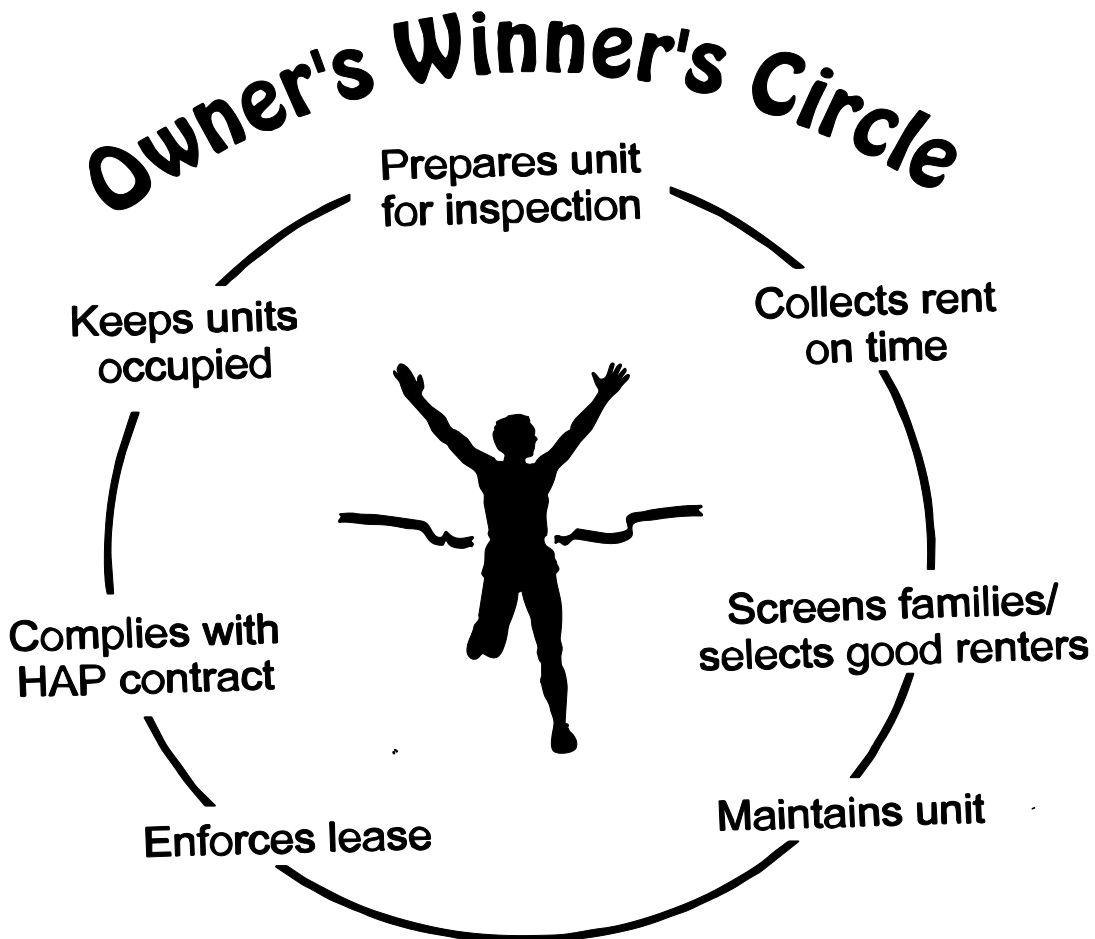
Family Benefits

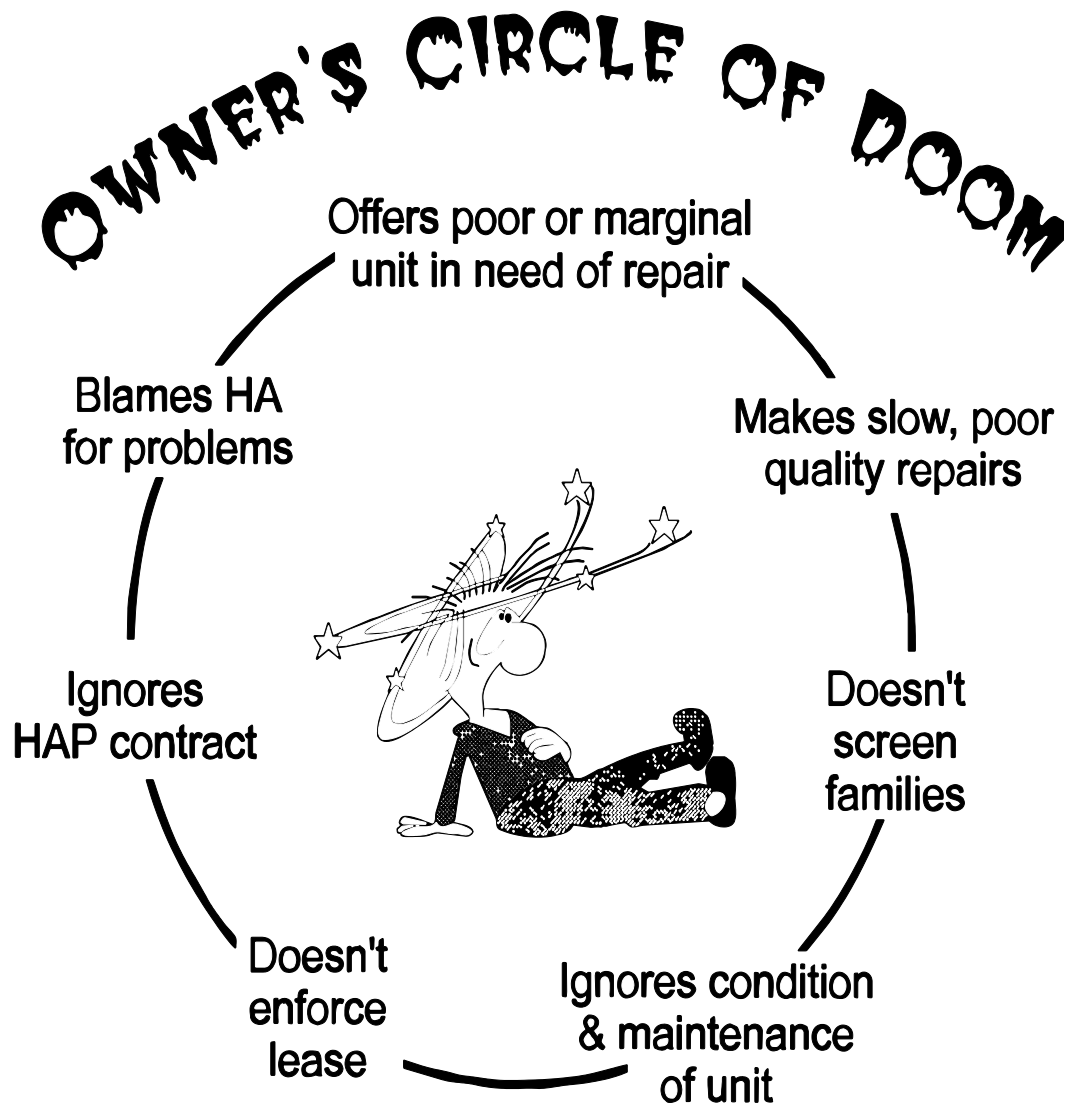
The program has also been successful because it provides families with the opportunity to choose the type of rental unit and neighborhood that will meet their needs. Unlike project-based assisted housing programs, families can take their rental assistance with them. Having this flexibility has enabled many families to pursue employment and educational opportunities, be reunited with their friends and family, live in a better climate, and move out of unsafe neighborhoods. Owner participation is essential to making these opportunities a reality,

A Final Note

Information and cooperation are two key ingredients to developing a rewarding relationship with the Housing Agency and Family in Leasing your rental unit. With the help of this handbook and your HA representative, you are sure to be among those in the Winner's Circle!

Good Luck!





Glossary of 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 12month period following the date of determination of income.

Annual Adjustment Factor: (AAF) The factor (provided by HUD) that determines the maximum amount of rent increase in the certificate program.

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 Section 8 Program, and the HA is making rental payments on their behalf to an owner or landlord.

Child Care Expenses: Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for an adult to further his/her education, or to seek employment.

Co-Head: An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a Co-Head or Spouse, but not both. A co-head never qualifies as a dependent.

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

Dependent: A member of the family (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person, or is a full-time student 18 years or older.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live in aids.

Drug-Related Criminal Activity: The illegal manufacture, sale and distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

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

Fair Market Rent: The rent, including the cost of utilities, except phone as established by HUD for units of varying sizes (number of bedrooms) and types that must be paid in the housing market area to rent privately owned,

existing decent, safe, and sanitary rental housing of modest nature with suitable amenities.

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

HAP Contract: See Housing Assistance Payment Contract.

Housing Agency (HA)/Public Housing Agency: Any state, county, municipality, or other governmental entity or public body that is authorized to engage in or assist in the development or operation of housing for low-income families.

Housing Assistance Payment: The amount the HA 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 HA and the owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family. It defines the owner and HA responsibilities, and is referred to as the HAP Contract.

Housing Choice Voucher Program: Effective October 1999, implemented by the 1998 Act, the Section 8 Tenant-Based Rental Assistance Program which completes the merger of the Section 8 Certificate and Voucher Program into a single new Section 8 Voucher Program

Housing Quality Standards: The HUD minimum quality standards for housing assisted under the Section 8.

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 agent as designated by the owner.

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

Low Income Family: A family whose annual income does not exceed 80% of the median income for the area as determined by HUD.

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 HA representative for the purpose of learning the rules and procedures for participating as an owner in the Section 8 Program.

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

Payment Standard: The maximum subsidy payment for a family under the Voucher program. The YHA sets a Payment Standard in the range from 90 percent to 110 percent of the current HUD-published FMR.

Persons with Disabilities: The definition of a person with disabilities includes someone who:

Has a disability as defined in Section 223 of the Social Security Act (42.

Has a physical, mental, or emotional impairment that:

1. Is expected to be of long- continued and indefinite duration,
2. Substantially impedes his or her ability to live independently
3. Is of such a nature that ability to live independently could be improved by more suitable living conditions.

Has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7).

Portability: Renting a dwelling unit with Section 8 assistance outside the jurisdiction of the Initial HA.

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

Public Assistance: Welfare or other payments to families or individuals based on need, which are made under programs funded, separately or jointly by Federal state, or local governments.

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:

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

Remaining Member of Tenant Family:

Person left in assisted housing after other family members have left.

Remaining Member of Tenant Family: Person left in assisted housing who may or may not normally qualify for assistance on own circumstances.

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

Security Deposit: A dollar amount that 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 HA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Tenant: a person or persons who executes the lease as lessee of the dwelling unit.

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

Tenancy Addendum: A HUD-designed addition to an owner's lease that includes word-for-word, all HUD required language.

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 HA'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: In the certificate program, the amount, if any, by which any utility

allowance for family-paid utilities or other housing services exceeds the total tenant payment.

Very Low Income Family: A low income family whose annual income does not exceed 50% of the median income for the area.

Violent Criminal Activity: Any illegal criminal 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: (Housing Choice Voucher). A document issued by and HA to a family selected for admission to the voucher program. The voucher describes the program and the procedures for HA approval of a unit selected by the family.

Voucher Program: Payment Standard set at 90 percent to 110 percent of Fair Market Rent is used to calculate the monthly housing assistance payment to a family.

Chapter 7

Forms

The following sample forms have been included so that you are familiar with their content. They have been reduced in size to fit this page size. Do not use these forms directly from this book. The HA will provide you with original forms.

- ✓ Sample ***Request of Approval of Tenancy***.
- ✓ Sample Housing Voucher.
- ✓ Sample Housing Certificate of Participation.
- ✓ Sample Housing Assistance Payment (HAP) Contract for Certificates and Vouchers.
- ✓ Sample Lease Addendums for Certificates and Vouchers

Property Management Forms

- ✓ Tell Me How It Works!
- ✓ Notice of Available Unit
- ✓ Notice of Family Move-Out
- ✓ Fraud and Program Abuse Reporting Form

Tell Me How It Works!

Instructions: - This form may be used at any time while you are on the program. If you have a question about how the program works or a specific issue, just complete this form and mail it to the HA.

I would like an answer to the following Questions

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

I would like to make the following comment:

Notice of Available Unit

I have the following unit available for rent to Section 8 Certificate/Voucher holders:

Address _____ Unit _____
City State, Zip, _____

Number of bedrooms _____

Number of bathrooms _____

Proposed rent _____

Utilities included in rent:

Heat	<input type="checkbox"/> Yes <input type="checkbox"/> NO	Hot water	<input type="checkbox"/> Yes <input type="checkbox"/> No	Lights	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	Natural Gas	<input type="checkbox"/>	Natural Gas		
<input type="checkbox"/>	Bottled Gas	<input type="checkbox"/>	Bottled Gas		
<input type="checkbox"/>	Electricity	<input type="checkbox"/>	Electricity		
<input type="checkbox"/>	Oil	<input type="checkbox"/>	Wood		
		<input type="checkbox"/>	Oil		

The unit ___ is, or ___ is not wheelchair accessible.
Accessibility modifications ___ have ___ have not already been made to the unit.

Distance to _____ public transportation
_____ shopping
_____ schools

The unit is: _____ Single Family Detached _____ Garden / Walkup
_____ Semi-Detached / Row House _____ Elevator High-Rise
_____ Manufactured Home

Describe the features and amenities of unit:

Phone contact name _____
owner property manager

Address _____

Daytime phone _____

Notice of Family Move Out

The family at the following address has moved as of _____
(date)

Unit Address _____ Unit # _____

City, State, Zip _____

Comments: _____

Proper Notice was given ___yes ___no

Signed _____ Date _____
Owner/Property Manager

