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Winchendon Housing Authority Landlord Guide

Introduction

Welcome to the Winchendon Housing Authority's Housing Choice Voucher (HCV)(Section 8) Program. This tenant based program assists low income families to rent decent, safe and affordable housing in the private market by offering assistance payments directly to the owner on behalf of the family. The subsidy remains with the family; it is not attached to the dwelling unit. The amount of subsidy is based on household income.

The HCV Program is designed to achieve four major objectives:

1. To provide improved living conditions for low and very low income families while maintaining their rent payments at an affordable level;
2. To promote freedom of housing choice and integrate lower income families into mainstream society;
3. To provide decent, safe and affordable housing for eligible participants; &
4. To provide an incentive to private property owners to rent to lower income families by offering timely assistance payments.

The landlord plays a key role in meeting the objectives of the HCV Program. This manual explains the landlord's role and those of other players necessary to make the WHA HCV Program successful.

Role and Responsibilities of Key Players

The U.S. Department of Housing and Urban Development (HUD) is the arm of the federal government that is accountable for public housing programs and has four major responsibilities:

- Interpret housing legislation;
- Allocate housing assistance payment funds;
- Provide technical assistance and training to Housing Authorities (HA); and
- Monitor HA compliance with program requirements and production goals.

The Housing Authority (HA) serves as the contract administrator for HUD and has four broad areas of responsibility:

- Determine initial and continued eligibility of families;
- Certify that the units meet federal Housing Quality Standards (HQS);
- Pay Housing Assistance to landlords; and
- Monitor program performance and compliance with federal and state rules.

The Landlord has the following major responsibilities:

- Tenant selection and leasing (tenant selection is defined as screening the family to determine if the landlord wants them to occupy the unit);
- Compliance with the Housing Assistance Payments (HAP) Contract; and
- Normal landlord functions during the lease term.

The Family's responsibilities are:

- To abide by the requirements of the lease;
- To provide income and family information to certify eligibility and calculate rent;
- To search for housing;
- To pay tenant portion of the rent; and
- To cooperate with the HA in inspections and reexaminations.

How the Housing Choice Voucher (HCV) Program Works

Each of the following topics is discussed in detail following this summary.

- APPLICATION: A family applies and is put on the waiting list. Family is defined as single or group of persons.
- CERTIFICATION: When the family reaches the top of the waiting list and has passed CORI screening and other criteria the HA issues a voucher to search for housing that meets program requirements. These program requirements are discussed in a later section.
- HOUSING SEARCH: The HCV is valid for a total of sixty calendar days from the date of issuance. The family must submit a Request for Tenancy Approval Form within the 60 day period. An extension may be granted for Reasonable Accommodation requests or Hardship.
- TENANT SELECTION: If the landlord agrees to lease the unit, the family contacts the HA.
- HOUSING QUALITY STANDARDS (HQS): The HA inspects the unit to determine that it is decent, safe and sanitary according to HA and federal HQS.
- RENT AMOUNT AND MARKET COMPARABILITY SURVEY: The HA surveys the surrounding rental market to compare requested rent amount with rents being charged for similar units.
- LEASE: The landlord and family may sign a lease that is in standard form and consistent with state and local law, provided it does not conflict with HUD regulations.
- SECURITY DEPOSIT: The security deposit amount may be set in accordance with Massachusetts State Law, and may not exceed the first month's rental amount; and may not exceed the amount charged non-assisted families.
- TERMINATION OF TENANCY: The landlord and/or family may terminate tenancy when conditions exist.
- HOUSING ASSISTANCE PAYMENTS CONTRACT AND PAYMENT: The landlord and the HA execute the HAP Contract to initiate rental assistance payments.

Application

A family interested in participating in the HCV Program may apply to the MA NAHRO Centralized Waiting List at www.section8listmass.org.

Housing Choice Voucher (HCV)

When selected from the waiting list, the family is issued a HCV. Payment standards may be used as guidelines for rents. The family's rent burden cannot exceed 40% of their adjusted monthly income upon initial lease up.

Tenant Selection

The landlord is responsible for screening and selecting prospective tenants using normal procedures. The landlord is under no obligation to lease a unit to any HCV assisted family; however based on the 1988 Fair Housing Amendments Act, it is illegal to discriminate.

Fair Housing Amendments Act Of 1988

The Fair Housing Act declares that it is national policy to provide fair housing throughout the US and prohibits eight specific kinds of discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, handicap, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18) or national origin.

1. Refusal to sell or rent or otherwise deal with a person;
2. Discriminating on the conditions of terms of sale, rental, or occupancy;
3. Falsely denying housing is available;
4. Discriminatory advertising;
5. Blockbusting-causing person(s) to sell or rent by telling them that members of a minority group are moving into the area;
6. Discriminating in financing housing by a bank, savings and loan association, or other business;
7. Denial of membership or participation in brokerage, multiple listing, other real estate services; and
8. Interference, coercion, threats, or intimidation to keep a person from obtaining the full benefits of the Federal Fair Housing Law and/or filing a complaint.

Housing Quality Standards (HQS): MA State regulations and housing codes supersede HQS guidelines when state laws are more stringent.

After the family selects the unit the HA inspects the unit to insure that it is in compliance with HQS prior to executing a HAP Contract. Henceforth, the HA conducts annual HQS inspections on the contracted unit. Upon the initial inspection if deficiencies exist and the unit fails the HQS inspection, the involved parties are notified, and the landlord will be given an opportunity to correct the deficiencies (typically 10 days). After the deficiencies are corrected and inspected the HA will execute a HAP Contract.

When deficiencies are cited at subsequent inspections, the landlord or family will be required to correct them. The inspection report will identify which party is responsible for making the repairs. Generally deficiencies must be corrected within 30 days; life threatening, emergency repairs must be corrected within 24 hours.

Basic HQS Standards

Sanitary Facilities: A flush toilet in a separate, private room, a fixed basin with hot and cold running water, and a shower or tub with hot and cold running water shall be present in the dwelling unit, all in proper operating condition.

Food Preparation and Refuse Disposal: Cooking stove or range top with either an oven or microwave and a refrigerator of appropriate size for the unit, supplied by either the landlord or the family and a kitchen sink with hot and cold running water shall be present. Adequate space for storage, preparation, and serving of food shall be provided.

Space and Security: The dwelling unit shall contain a living room, kitchen area and a bathroom. The dwelling unit shall contain at least one bedroom or living/sleeping room of appropriate size for each two persons. Persons of the opposite sex, other than co-heads, shall not be required to occupy the same bedroom or living/sleeping room. Exterior doors and windows accessible from outside the unit shall be lockable.

Smoke Detector: The dwelling unit shall contain a working smoke detector on every level and in an appropriate location to provide maximum warning to occupants should a fire or smoke situation occur.

Heating System: The unit shall contain safe heating that is in proper condition and provides adequate heat to each room in the dwelling unit.

Illumination and Electricity: Each room shall have natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. Living and sleeping rooms shall include at least one window. A ceiling or wall type fixture shall be present and working in the bathroom and kitchen area. At least two electric outlets, one of which may be part of an overhead light, shall be present and operable in the living area, kitchen area and each bedroom area. The kitchen, however, must have at least one overhead light and one working wall outlet.

Structure and Materials: Ceiling, walls, and floors shall not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling or noticeable movement under walking stress, missing parts or other serious damage. All floors must be covered (e.g., linoleum, carpet, rugs, hardwood sealant, paint). The roof structure shall be firm and the roof shall be weather tight. The exterior wall structure and the exterior wall surface shall not have any serious defects such as serious, leaning, buckling, sagging, cracks or holes, loose siding, or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways, etc. shall be such as not to present a danger of tripping or falling. All stairs with four or more steps require handrails and porches and balconies over 30 inches high require guardrails.

Interior Air Quality: The unit shall be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful air pollutants. Air circulation shall be adequate throughout the unit. Bathrooms shall have at least one window that opens or other adequate exhaust ventilation.

Water Supply: Either public or private sanitary water supply is acceptable.

Lead Based Paint: HUD requires landlords to disclose known information concerning lead-based paint and/or lead-based paint hazards for pre 1978 dwellings. Information must be included in the lease (or as an attachment/addendum). NOTE: This disclosure does not require that owners conduct a paint inspection or risk assessment. It only requires that known information be disclosed and any report(s) be made available. This information must be provided to new tenants before they sign the lease. It must also be provided upon renewal of an existing lease unless information has been previously disclosed and no new information has come into the possession of the landlord. Landlord must provide prospective tenants with a copy of an EPA pamphlet titled "Protect Your Family from Lead in your Home." To assist HCV landlords, HCV recipients are given a copy of this upon briefing.

Access: The unit must have a private entrance without going through another dwelling unit. An alternate means of egress from the building is required.

Site and Neighborhood: The site and neighborhood must be reasonably free of conditions that would endanger the health and safety of residents, such as dangerous walks, steps, structural instability, flooding, poor drainage, septic tank back-ups, excessive accumulation of trash (more than one person can pick up in an hour), vermin or rodent infestation, and or fire/ or hazards.

Sanitary Condition: The unit and its equipment must be free of vermin and rodent infestation.

Rent Amount And Market Comparability Survey

The HA surveys the surrounding rental market to compare the requested rent amount with rents being charged to families renting like units who are in their first year of occupancy. If the requested rent amount exceeds the rent being charged for like units in the same rental market, the HA may refuse to enter into a HAP Contract.

Lease

The lease is a legal agreement between the landlord and the tenant outlining the responsibilities of both parties. Landlords who select a HCV assisted tenant enter into a lease with that tenant using a standard lease they would normally use for unassisted renters. Because HUD has specific language that must be included in the lease, it requires a Tenancy Addendum to be attached to the lease. The HA is not a party to the lease, but is a party to the HAP Contract, which will be covered in a later section. The lease must specify:

1. The names of the owner and tenant;
2. The address of the unit rented (include apartment number, if any);
3. The amount of monthly rent to owner;
4. The utilities and appliances to be supplied by the owner;
5. The utilities and appliances to be supplied by the family; and
6. The term of the lease, including initial term and provisions for renewal.

Security Deposit

Landlords are encouraged but not required to obtain a security deposit from the family. If a security deposit is required, the tenant is responsible for paying it to the landlord. The security deposit is refundable by state law, and no other fees or deposits may be collected.

The maximum amount of the deposit may not exceed 1 month's rent. However, the amount of security deposit charged HCV families cannot be greater than the amount charged unassisted families. Security Deposits are covered by MA State Law in MA Gen Law: Chapter 186, Section 15B.

Housing Assistance Payment Contract and Payment

The HAP Contract is a legal agreement between the landlord and the HA. It outlines the landlord's rights and obligations. The HAP Contract and lease are simultaneously effective. If the HAP Contract is terminated, the landlord and family may execute a new lease but the HA will not assist the family to pay the rent.

After execution of the HAP Contract the HA will forward HAP checks to the landlord on behalf of the family. The amount of the monthly payments equals the difference between the family's share of the rent and the approved contract rent. HAPs are made directly to the landlords at the beginning of each month for the current month. Endorsement of the HAP check certifies:

- The Contract unit is in decent, safe, and sanitary condition and the landlord is providing all the services, maintenance, and utilities as agreed to in the Lease;
- The Contract unit is leased to the family named on the Contract and Lease;
- The Contract rent does not materially exceed rents charged by the landlord for other comparable unassisted units;
- Except for the HAP and the tenant rent as provided under this Contract, the landlord has not and will not receive any payments or other consideration (from the family, the HA, HUD or any other public or private source) as rent for the Contract unit;
- The family and the HA do not own or have interest in the Contract unit; and
- The members of the family occupy the Contract unit, and it is their principal place of residence.

Termination Of Tenancy

1. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
2. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
 - Serious or repeated violations of the lease.
 - Violations of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises.
 - Criminal activity or alcohol abuse (as described below). The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents including property management staff residing on the premises;
 - Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - Any violent criminal activity on or near the premises; or
 - Any drug related criminal activity on or near the premises.
3. The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - Fleeing to avoid prosecution, or custody or confinement after conviction of a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in case of the State of New Jersey, is a high misdemeanor; or
 - Violating a condition of probation or parole under Federal or State law.
4. The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
5. The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
6. Other good cause for termination of tenancy during the initial lease term:
 - During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

- During the initial lease term or during an extension term, other good cause includes: disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises.
7. Other good cause for tenancy after the initial lease term includes:
 - The tenant's failure to accept the owner's offer of a new lease or revision;
 - The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - A business or economic reason for termination of tenancy.
 8. The owner may only evict the tenant by a court action.
 9. The family can terminate the lease by giving a 30 day written notice to both the HA and the landlord after the first year of the lease term.
 10. The landlord and family can terminate the lease within the first year of occupancy with a written notice to both the HA and the landlord after the first year of the lease term.
 11. If the lease is terminated by either the landlord or family, the HAP Contract is automatically terminated. However, if the HA terminates the HAP Contract, the family may remain in the unit if the family and landlord agree and the family assumes full responsibility for the rent.

Summary Of Landlord's Ongoing Responsibilities In The Housing Choice Voucher Program

1. Comply with the Lease. The landlord's major responsibilities under the lease are to:
 - Collect tenant's share of the rent
 - Make timely repairs and keep the unit in good condition
 - Enforce the lease
2. Comply with all applicable Federal, State and Local Regulations, Fair Housing Laws, and Landlord-Tenant Laws
3. Allow Unit Inspections. At least once a year the HA will inspect the contracted unit to ensure that it remains in compliance with HQS. The landlord should correct deficiencies within 30 days from when they are discovered. The HA may defer rent increase, withhold payments, and/or terminate the HAP Contract if deficiencies are not corrected. Special inspections are any inspections that are not annually scheduled and/or requested by the owner, tenants, HA or HUD.
4. Comply with the Housing Assistance Payments Contracts. The landlord must comply with all terms of the HAP Contract. The landlord's major responsibilities under the HAP Contract are to:
 - Renegotiate the lease with the tenant and HA within the required time from;
 - Provide the WHA with a copy of eviction proceedings at the same time tenant is informed of eviction proceedings;
 - Inform HA immediately of any vacancy by HCV tenants.

Other Things To Know About The Program

1. The HA conducts an annual review of voucher holder's income, family composition and eligibility;
2. The HA annually inspects the unit for HQS compliance.
3. If the landlord wishes to evict a tenant because of a lease violation, the landlord must follow standard procedures required by state and local law. A copy of the written notice of eviction must be sent to the HA.

Advantages Of Leasing To A Section 8 Housing Choice Voucher Holder

1. Timely monthly Rental payments. HAP checks are mailed the last business day of the month for the following month's rental payment.
2. Free Annual HQS Inspections
3. Free Advertising. The HA maintains a list of all landlords that are interested in renting property to voucher holders.
4. You will have the satisfaction of knowing that you are making a difference in the community by providing decent, safe and affordable housing to low income families.