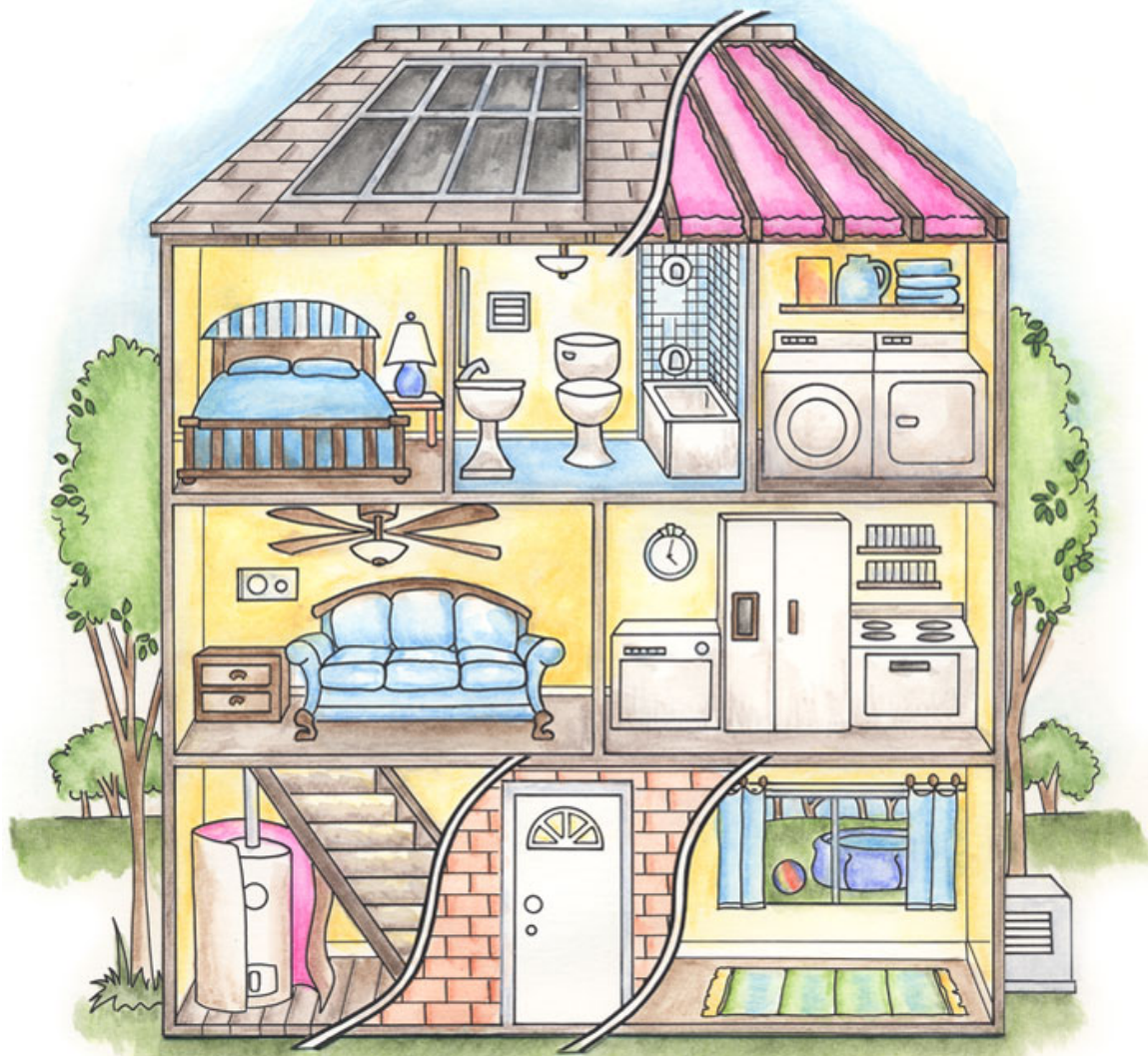


# **Section 8**

## **Housing Choice Voucher Program**

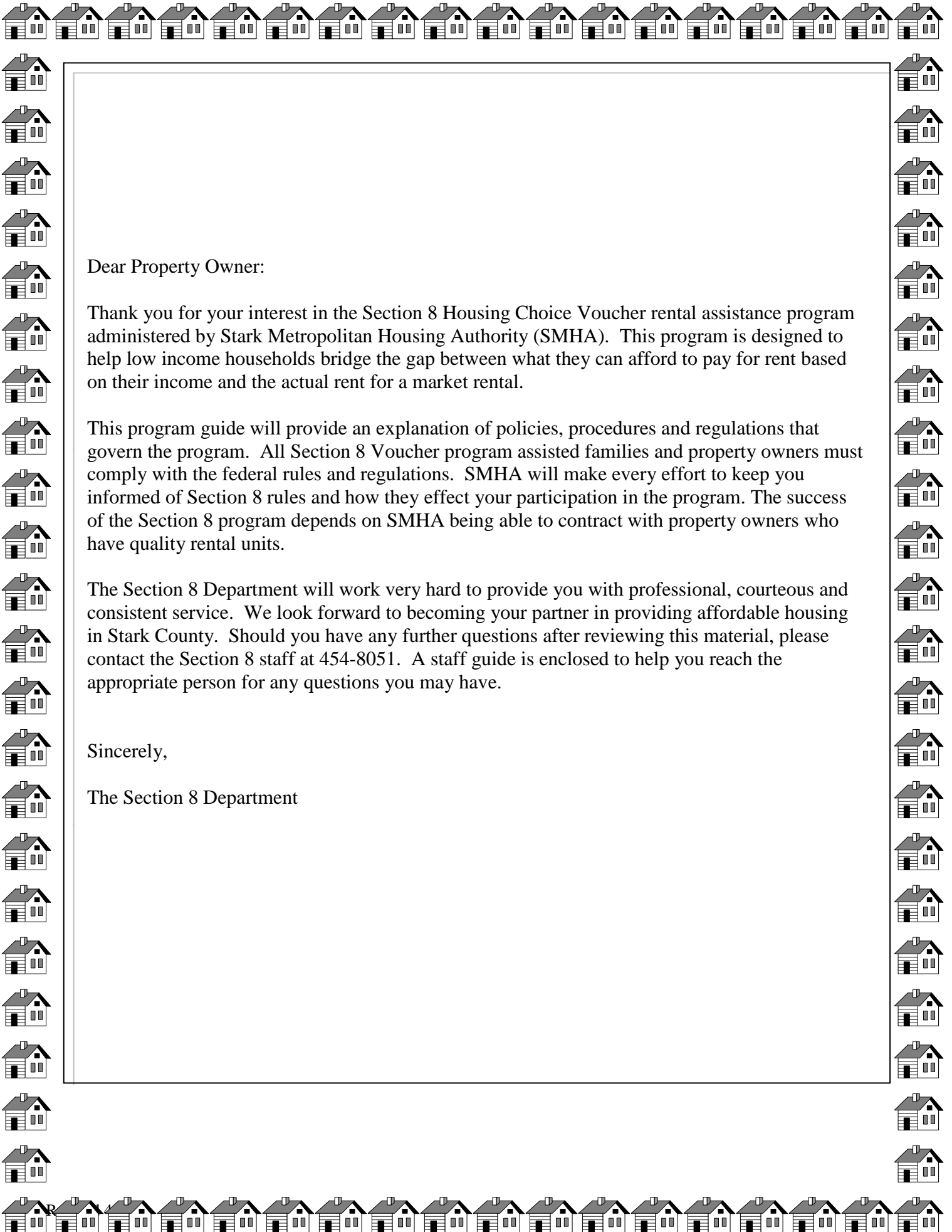
### **A Landlord's Guide to**

#### **Section 8 policies, procedures, and regulations**



**For Property Owners and Property Managers  
in Stark County**

Stark Metropolitan Housing Authority • 400 East Tuscarawas St • Canton, Ohio 44702  
Phone: 330-454-8051 • Fax: 330-580-9000 ♦ Relay 1-800-750-0750  
Herman L. Hill ♦ Executive Director



Dear Property Owner:

Thank you for your interest in the Section 8 Housing Choice Voucher rental assistance program administered by Stark Metropolitan Housing Authority (SMHA). This program is designed to help low income households bridge the gap between what they can afford to pay for rent based on their income and the actual rent for a market rental.

This program guide will provide an explanation of policies, procedures and regulations that govern the program. All Section 8 Voucher program assisted families and property owners must comply with the federal rules and regulations. SMHA will make every effort to keep you informed of Section 8 rules and how they effect your participation in the program. The success of the Section 8 program depends on SMHA being able to contract with property owners who have quality rental units.

The Section 8 Department will work very hard to provide you with professional, courteous and consistent service. We look forward to becoming your partner in providing affordable housing in Stark County. Should you have any further questions after reviewing this material, please contact the Section 8 staff at 454-8051. A staff guide is enclosed to help you reach the appropriate person for any questions you may have.

Sincerely,

The Section 8 Department

## **Section 8 Program Staff Contacts**

Phone (330) 454-8051 Fax (330)580-9000 RELAY 1-800-750-0750

<b><u>Contact Person</u></b>	<b><u>Title</u></b>	<b><u>Extension</u></b>
Marty Chumney	Section 8 Director	312
Tami Nestleroad	Reviewer (A-C, MOD & FUP Atchison - Matthews)	314
Brenda Bentley	Reviewer (D-J & FUP Mercier -Wilson)	310
Deidre Swafford	Reviewer (K-R & Homeownership)	317
Stacy Brouillette	Reviewer (S-Z )	341
Lisa Waikem	Special Programs Coordinator & Vash	399
Jada McElroy	Reviewer Clerk	363
Marvin Fox	Inspector	316
Ric Gatschet	Inspector	360

# The Section 8 Tenant-Based Housing Choice Voucher Rental Assistance Program

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## **Introduction**

**The purpose of the Section 8 Housing Choice Voucher Rental Assistance Program is to provide rental assistance to help low-income families afford decent and safe rental housing.**

The Section 8 program began in 1975 as a way to assist low-income families, elderly people, and people with disabilities to rent decent, safe, and affordable housing in the community. Through this program, individuals and families receive a “voucher” – also referred to as a “subsidy” that can be used in housing of their choice that meets the Section 8 program requirements. The Section 8 program recognized that very low-income people do not have enough money to afford decent, safe, and quality housing. The program addresses this problem by providing a Section 8 subsidy to assist the household with monthly housing costs. This subsidy is provided by Stark Metropolitan Housing Authority under a contract with the U.S. Department of Housing and Urban Development (HUD). The program has been operating successfully in Stark County for over 30 years with approximately 1,500 families currently receiving assistance locally.

## **Disclaimer**

***The material contained in this document is a general guide of policies and procedures for the Section 8 Program. However, all participants are governed by signature on the Housing Assistance Payment Contract (HAP) and the Lease Addendum. Participants are also subject to federal requirements and changes initiated by the Department of Housing and Urban Development (HUD).***

## **Affordability – Quality – Choice**

### **Affordability**

The Section 8 program provides **affordable** housing. Most Section 8 households pay between 30 and 40 percent of their monthly income toward housing costs.

### **Quality**

The Section 8 program provides **good quality** housing. All families want to live in housing that is decent and safe, conforms to community standards and meets housing codes. All housing that is subsidized through the Section 8 program must also meet federal housing quality standards thereby ensuring that the housing is decent and safe.

### **Choice**

Through Section 8 tenant-based rental assistance, families are given a **choice** about where they live and can keep their assistance if they move. Some of the advantages of tenant-based vouchers include:

- The ability to choose both the location and type of housing preferred;
- The ability to move from one unit to another or from one locality to another without losing the housing assistance;
- Increased privacy because neighbors are not aware the household receives housing assistance;
- The opportunity to live in a housing setting that is fully integrated within the community rather than one set aside exclusively for people with low incomes.

## SECTION 8 VOUCHER PROGRAM'S THREE-WAY PARTNERSHIP

<b>SMHA's Responsibilities:</b>	<b>Owner's Responsibilities:</b>	<b>Family's Responsibilities:</b>
<ul style="list-style-type: none"><li>• Determine family's eligibility for participation in the Section 8 program</li><li>• Approve units and leases</li><li>• Determines the rental amount of a unit</li><li>• Determine a family's portion of rent to owner</li><li>• Determine a family's eligibility annually</li><li>• Inspect subsidized unit annually</li><li>• Ensure that owners and families comply with program rules</li><li>• Provide families and owners with prompt professional service</li><li>• Issue Housing Assistance Payments in a timely manner</li></ul>	<ul style="list-style-type: none"><li>• Screen families who apply to determine their suitability as renters</li><li>• Comply with fair housing laws</li><li>• Maintain the housing unit by making necessary repairs</li><li>• Comply with the terms of the Housing Assistance Payment (HAP) Contract</li><li>• Collect the rent due from the family, comply with, and enforce the lease</li></ul>	<ul style="list-style-type: none"><li>• Abide by the terms of the lease</li><li>• Pay rent on time and take care of the housing unit</li><li>• Provide any utilities that are not furnished by the owner</li><li>• Provide and maintain any appliances that the owner does not furnish</li><li>• Be responsible for damages to the unit or premises beyond normal wear and tear</li><li>• Comply with the HUD required Family Obligations under the program</li></ul>

### **Three – Way Partnership**

The Section 8 Housing Choice Voucher Program is a three-way partnership among SMHA, the owner of the housing unit, and the family. SMHA, the family and the owner all have responsibilities within the program and each has different contractual relationships with each other. When a family is determined to be eligible for the program and funding is available, SMHA will issue them a Voucher, which authorizes the family to search for suitable housing with an assurance of assistance in paying the rent. When the family finds a suitable housing unit, SMHA will enter into a contract with the owner, and the family will enter into a lease with the owner, creating a three-way partnership.

## **Family and Owner Eligibility**

### ***Families must meet the following criteria to be eligible:***

1. Have income at or below the current federal income limits established at the time of the applicants eligibility determination
2. Be a citizen or have eligible immigration status
3. No family member may have committed a drug related or violent crime in the last three (3) years
4. No eviction from federally assisted housing in the last three years
5. No termination from subsidized housing for program violations in last three years
6. Must not have outstanding debt to SMHA

### ***Owners will be disapproved for the following:***

1. SMHA is notified by HUD that the owner is debarred, suspended, or subject to a limited denial of participation by HUD
2. The owner has an administrative or judicial action against them for violation of the Fair Housing Act or other equal opportunity requirements
3. SMHA determines that the owner has violated the terms under a Housing Assistance Payment Contract
4. The owner has committed fraud, bribery or criminal act in connection with a HUD program
5. Owner has engaged in drug trafficking
6. Owner has a history of non-compliance with Housing Quality Standards under the program

## **Applying for Section 8 Assistance**

It is the family who must make application to receive rental assistance through SMHA.

Currently SMHA's Section 8 Program waiting list is closed and we are not accepting applications. Our current waiting list has enough applicants on it to meet our needs.



## Issuance of Housing Choice Voucher

Once a family receives a Housing Voucher, they must locate housing that meets program guidelines. The family may choose housing anywhere in Stark County provided the unit meets Housing Quality Standards and the rent is deemed "*reasonable*" by SMHA and is acceptable to the owner. The family may also be eligible to receive assistance where they are currently residing. Families are also eligible to move to another city or state as long as the location they choose also administers a Voucher program.

### Unit Size

SMHA establishes subsidy standards that are used to determine the number of bedrooms the family qualifies for. The subsidy standards take into consideration factors such as the total number of persons in the family, the age and sex of persons, and the relationship of persons.

The unit size for which the family is approved will be indicated on the voucher. The owner should check the **expiration date** on the voucher and the **bedroom size** for which the family is approved. Generally, SMHA's subsidy standards require that two family members of the same sex share a bedroom in a unit.

*See Attachment 1, Voucher Form*

Voucher Housing Choice Voucher Program		U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0199 Exp. 12/31/2002
<small>Public Reporting Burden for this collection of information is 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering the necessary data, reviewing the collection of information, completing, reviewing the collection of information, and sending the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington, DC 20543-0142.</small>			
This collection of information is being used to administer a family to look for an eligible unit.			
Please report this information in the following manner:			
1. Unit Size			
2. Issue Date (mm/dd/yyyy)			
3. Expiration Date (mm/dd/yyyy)			
4. Name of Family			
5. Name of Public Housing Agency			
6. Name and Title of PHA Official	7. Signature of PHA Official	Date Signed (mm/dd/yyyy)	
<b>I. Housing Choice Voucher Program</b>			
A. The public housing agency (PHA) has determined that the above named family (ies) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.			
B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally,			
B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.			
C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.			
<b>J. PHA Approval or Disapproval of Unit or Lease</b>			
A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval with the			

### **Expiration Date of Vouchers**

The voucher is effective for 90 calendar days. An additional extension of up to 120 days may be granted as a reasonable accommodation for persons with disabilities.

### **Family Suitability Screening**

SMHA screens for criminal activity and prior evictions from federally assisted housing. SMHA does **not** do suitability screening for property owners. Owners must ensure that they comply with Ohio Landlord and Tenant Laws along with the Violence Against Women Reauthorization Act of 2005 (VAWA) when screening and terminating tenants.

The property owner is responsible for determining a family's suitability for tenancy. Owners should use the same screening criteria for Section 8 families as are used for non-subsidized tenants. An owner is under no obligation to rent to a Voucher program family participant but must not discriminate based on race, ancestry, color, sex, religion, disability, national origin or familial status.

### **What is Housing Discrimination**

- Different treatment given to some prospective tenants because of their race, color, sex, religion, ancestry, national origin, familial status or handicap.
- Making different terms and conditions for buying, selling or renting housing.
- Denying that the housing unit is available for inspection, sale or rental (**when it actually is**).
- Making, printing, publishing, or posting statements or advertisements that a house or apartment is available **exclusively** to persons of a certain group.
- Refusing financing, appraisals, insurance, or offering different or unfavorable terms to certain areas or classes of people.

- Threatening, coercing, intimidating or interfering with anyone exercising a fair housing right or assisting others whom exercise that right.

Upon written request from the owner, SMHA will provide the owner with the family's current address and current or past landlords' names, addresses and rental history, if known to us. Owners may view the family's file only with a written release from the family.

Some pre-screening techniques owners may choose to implement:

- Visit current residence to see cleanliness and tenant upkeep
- Check current and past landlord references
- Check court records for prior evictions
- Review SMHA file after getting a release from family

Remember, in order to avoid Fair Housing issues, always screen all prospective tenants in the same way, including Section 8 assisted families.

### **Request for Tenancy Approval**

When families find a unit to lease and the owner finds the family suitable, the family is required to submit a Request for Tenancy Approval (RTA) and a copy of the proposed lease. **DO NOT EXECUTE A LEASE AT THIS POINT.** The owner should complete the RTA form and both the owner and family must sign the form. Once the completed RTA form is received by SMHA, a preliminary rent comparability review will be completed and the RTA will be reviewed for completeness.

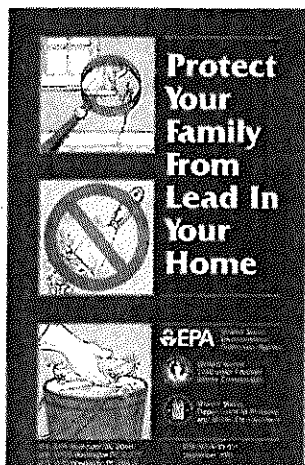
If the rent and Request for Tenancy Approval is approved, SMHA will arrange for an inspection of the housing unit. *See Attachment 2, Request for Tenancy Approval Form.*

## **Unit Inspected by HA**

All units must pass a Housing Quality Standard (HQS) inspection prior to the execution of a Housing Assistance Payments Contract and at least annually, thereafter. Housing Quality Standards are the minimum standards established by HUD and SMHA. The unit must also comply with the federal requirements regarding reduction of lead-based paint hazards in federally assisted housing. SMHA has prepared an inspection checklist to help you prepare your unit for inspection. *See Attachment 3, Inspection Checklist.*

## **Lead-Based Paint Regulations**

Lead-based paint rules apply to all housing constructed before 1978 that is occupied or expected to be occupied by a family that includes a child under age six years old.



All tenants must be provided with a copy of the HUD/EPA pamphlet "Protect Your Family from Lead in Your Home". This document, EPA747-9401 is available through the Government Printing Office.

The owner and family must complete and sign a "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards". *See Attachment #4, Lead Base Disclosure.* This form must be kept by the owner for at least three years. The owner must disclose any known lead-based paint hazards to the family.

SMHA must complete a visual assessment for deteriorated paint during the initial and annual inspection. (For more information on lead-based paint in general, see the HUD web page at [www.hud.gov](http://www.hud.gov) or [www.epa.gov/lead/pubs/renovation.htm](http://www.epa.gov/lead/pubs/renovation.htm) or call 1-800-424-LEAD. As of April 2010, Federal Law has implemented many changes as described in Attachment #5.

During inspections, all deteriorated or damaged paint in a unit built prior to 1978 and occupied by a child under age six will be assumed to be lead-based paint (LBP) unless

the paint has been tested and found to be lead free by a licensed Lead Inspector or Risk Assessor.

All deteriorated paint must be stabilized by properly trained persons. Stabilization must be completed before the unit is occupied or within the prescribed time if the deteriorated paint is found at annual inspection. The unit will not pass inspection until the paint stabilization and clearance is achieved.

Only properly trained persons may work on LBP or paint assumed to be LBP. *See Attachment #5, Lead Paint Hazard Control Requirement.* Clearance testing is required after repairing or stabilizing the LBP. At the completion of work involving LBP or paint assumed to be LBP, the owner must have lead wipe samples secured by a licensed Risk Assessor and the dust levels must be below HUD defined levels. SMHA will pay for the first clearance test. If the unit does not pass, the owner must pay for any additional testing.

If there is a child with an Elevated Blood Level (EBL) under age six in the unit, a Lead Risk Assessment of the unit and common areas must be completed within 15 days of notification. (A child with an Elevated Blood Level is one determined to have excess lead levels in the blood stream.) The assessment will be performed by the Health Department or a licensed lead contractor.

The most common areas where deteriorated paint is found are window frames, sashes, sills and trim; doors and door frames; exterior siding; eaves and overhangs; porch floors, ceilings and rails, etc. The owner can avoid problems with lead paint if they are a responsible landlord and assure that there is no deteriorated paint in or around the unit.

If the unit passes the initial inspection and a rent is agreed upon by SMHA and the owner, SMHA will approve the unit for assistance under the program. If the unit does not pass the initial inspection, the owner will be given up to 30 days to correct any items that failed. Prior to SMHA approval of the unit, the owner is also required to submit proof of liability insurance and a letter of code compliance from the locality where the unit is located, if code compliance is required by the locality.

## **Voucher Program Rents**

The owner sets the rent for their unit as in the unassisted rental market; however, the rent is subject to approval by SMHA based on a HUD required market test to determine that the rent is reasonable.

## **The Rent Reasonableness Test**

Before approving a unit for rent under the Section 8 program, SMHA must determine that the requested rent is reasonable. The rent reasonableness test is used to ensure that a fair rent is paid for units on the Section 8 program, and that the program does not have the effect of inflating rents in the community. SMHA must certify and document on a case-by-case basis that the approved rent is not more than:

- Rents charged for comparable units in the private unassisted market, and
- Rents charged by the owner for a comparable unassisted unit in the same building or premises.

SMHA compiles information on local rentals for use in setting Section 8 program rents. The more market data we have, the easier it is to establish fair and equitable rent for Section 8 units.

## **Owner Rent Increases**

At the end of the initial lease term, the owner may request an increase in the rent. This request should be made to SMHA 120 days prior to the anniversary date of the lease and HAP contract. The request must be made in writing, identifying the increase amount requested along with the name of the tenant and address of the assisted unit. Rent increases are also subject to the rent reasonableness test to assure the increased rent does not exceed what like unassisted units are renting for in the same location. ***See Attachment #6, Rent Increase Request Guidance to Landlords form***

## **The Lease Agreement**

The assisted lease is executed between the owner and the family, and it runs concurrently with the Housing Assistance Payments Contract (HAP). When either contract ends, so does the other. The initial term of the lease is for at least one year. The lease is not executed until the unit passes HQS inspection and all other terms of the assisted tenancy are agreed upon.

HUD requires the owner to use the same lease for Section 8 assisted families that is used for non-assisted families in the same community or same development. The owner must submit an unexecuted copy of the proposed lease along with the Request for Tenancy Approval form for review by SMHA. All new and revised leases offered after expiration of the initial term are also subject to SMHA approval. The lease must specify the following information:

- Name of owner and tenant
- Full address of the unit
- Term of the lease, including provisions for renewal
- Amount of rent to owner
- What utilities and appliances are to be supplied by the owner and family

HUD requires certain language be included word-for-word in the lease used under the Voucher program. To assure that language is included, HUD requires the use of a HUD Tenancy Addendum along with the landlord's lease.

SMHA will not authorize the family to move during the first year of the lease unless as a reasonable accommodation for a person who is disabled as required by HUD. After the first year of the lease, a family or owner may terminate the tenancy in accordance with the terms of the lease.

Families or owners may terminate the lease at any time after the first year with proper notice. The lease may not require the family to give more than 60 calendar days

notice. HUD regulations prohibit the owner from renting to a close relative, specifically; the owner may not be the parent, child, grandparent, grandchild, sister or brother of any member of the assisted family.

### **Security Deposits**

Families are responsible for paying the security deposit charged by the owner. The HA will prohibit security deposits in excess of private market practice, or the amounts charged by the owner to unassisted tenants.

### **The Housing Assistance Payment Contract (HAP Contract)**

This written document between SMHA and the owner establishes the relationship whereby SMHA makes payments to the owner on behalf of the family. This contract defines the owner and SMHA's responsibilities under the program.

The HAP contract is executed once the unit passes the HQS inspection and will have the same effective date as the Lease Agreement between the owner and family.

Once the HAP contract and lease are signed, SMHA will make the initial payment and will continue to make monthly payments to the owner as long as the family continues to meet eligibility criteria and the unit qualifies under the program.

SMHA will make Housing Assistance Payments directly to the owner. The owner is responsible for collecting the family's portion of rent.

### **Payment to Landlord**

Under the terms of the Housing Assistance Payment Contract, SMHA is responsible for making timely housing assistance payments to the owner. The owner will receive SMHA assistance payments on or about the first day of each month.



**HOUSING ASSISTANCE  
PAYMENT**  
(Portion paid by SMHA)

+

**FAMILY RENT TO OWNER**  
(Portion paid by the Family)

=

**TOTAL RENT TO OWNER**  
(Paid monthly under HAP Contract)

**Housing Assistance Payment** is the monthly assistance payment by SMHA to the owner for rent under the lease.

**Family Rent to Owner** is the amount payable monthly by the family as rent to the owner. Generally, the family pays up to 40% of adjusted gross income. However, this amount will vary based on the family's responsibility for utility payments.

**Total Rent to Owner** is the monthly rent payable to the owner under the lease. The Rent to Owner consists of the Housing Assistance Payment plus the Tenant Rent.

### **SMHA and Family Portion of Rent**

SMHA uses a HUD required payment standard to determine rent portions in the Voucher program. The payment standard is the maximum SMHA assistance payment for a family based on the bedroom size of the unit the family is qualified for (*See Attachment 7 Payment Standards*). If the family chooses a unit where the rent plus allowance for tenant paid utilities is equal to or less than the payment standard, the family will pay 30% of their monthly adjusted income (MAI) toward the rent (family rent to owner). SMHA will pay the balance.

If the family chooses a unit where the rent plus utility allowance is higher than the applicable payment standard, the family will pay 30% of MAI plus the amount by which the unit rent plus utility allowance exceeds the payment standard.

## EXAMPLES OF CALCULATION OF SUBSIDY AND FAMILY SHARE

The maximum amount of SMHA assistance payment is determined first by subtracting 30% of the family's monthly income from the applicable Payment Standard.

Example #1		EXAMPLE #2	
Payment Standard	620	Payment Standard	620
Minus Total Tenant Payment	- <u>223</u>	Minus Total Tenant Payment	- <u>0</u> (no income)
Maximum Housing Assistance	= 397	Maximum Housing Assistance	= 620

In example #1, the Payment Standards is \$620. The maximum amount that SMHA will pay to the owner is \$397. In Example #2 the amount of maximum housing assistance will fluctuate depending on the family income up to the \$620.

Example #1		EXAMPLE #2	
Total Rent to Owner	500	Total Rent to Owner	600
Minus Total Tenant Payment	- <u>223</u>	Minus Total Tenant Payment	- <u>223</u>
Housing Assistance Payment	= 277	Housing Assistance Payment	= 377

In example #1, SMHA will pay \$100.00 less per month to the owner than in example #2, even though the family's income is the same in both examples. ***The difference in the assistance payment is because the unit in example #2 had a higher Rent to Owner. Both units' rents are below the applicable Payment Standard.***

Let's examine how the total amount of the rent for the unit (Total Rent to Owner) can affect the amount of the family's rent payment to the owner.

Example			
Payment Standard	620	Total Rent to Owner (exceeds payment stand.)	700
Minus Total Tenant Payment	- <u>223</u>	Housing Assistance Payment	- <u>397</u>
Housing Assistance Payment	= 397	Family Rent to Owner	= 303

The family must pay the difference between the maximum housing assistance payment and the Rent to Owner when the Total Rent to Owner exceeds the Payment Standard.

### 40 % Rent Cap during Initial Lease Term

During the initial term of a lease for a newly leased unit, the family is limited by HUD to a rental portion not to exceed 40% of their monthly adjusted income if the family has chosen a unit that rents above the HA payment standard for the family size. After the

first year, the family rent portion limit no longer applies. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality or provided at no additional cost to unsubsidized tenants in the premises.

### **Rent Portion Changes**

The family and SMHA portions of rent are subject to change during the assisted tenancy based on changes in family income. These portion changes will not affect the total rent to owner. SMHA will provide a 30-day notice prior to any portion changes so the owner will always know the correct portion to collect from the family. (*See Attachment 8, Notice to Landlords of the Office of Inspector General's (OIG) Policy*)

### **Zero Assistance Families**

During the family's participation in the rental assistance program, if the family has an increase in income that causes the family rent portion to equal or exceed the total amount of the rent, the family will be responsible to pay the full amount of the rent. If the family remains in the unit, the Housing Assistance Contract with the owner will remain in effect for 180 calendar days after the last housing assistance payment to the owner.

During this 180-day period, the family is still considered to be on the program, even though assistance payments are not being made. If the family has a reduction of income and again becomes eligible for assistance payments before the end of 180 days, SMHA will resume payments to the owner; otherwise, the contract will terminate on the 180<sup>th</sup> day after the last Housing Assistance Payment.

### **Annual Program Requirements**

HUD regulations for the Section 8 program require the completion of the following functions on an annual basis for as long as the family remains on the Section 8 program.

### **Annual Recertification**

The family must meet with SMHA approximately 90 -120 days prior to the lease and HAP contract anniversary date to be recertified to determine continued eligibility for the program and the correct level of assistance based on income and family composition. The owner will receive notice of any change in the Tenant Rent Portion or Housing Assistance Payment.

### **Annual Housing Quality Standards Inspection**

The unit must be inspected and meet housing quality standards (HQS) at least annually. However, an inspection may occur more frequently if a life-threatening violation is reported or a municipality requests a special inspection. The annual HQS inspection will be conducted on a ten (10) month cycle. This 10 month cycle starts on the date that the initial inspection (move-in) was conducted.

If the unit fails an HQS inspection, the owner must take corrective action within the specified period of time, (generally three weeks) unless an extension is approved by SMHA. If an HQS violation is life threatening, the owner must correct the defect within 24 hours. If corrective action is not taken, SMHA must abate (stop) the HAP payment.

There are three areas of HUD Housing Quality Standards that are the responsibility of the Section 8 assisted family. Any of the three would cause the family to fail the HQS inspection and require corrective action by the family: 1) failure to supply utilities that they are responsible for under the lease; 2) failure to supply or maintain appliances they are responsible for under the lease; 3) damage to the unit beyond normal wear and tear.

If it is determined that the family caused the HQS deficiencies, corrective action by the family must be taken within a specified period of time, unless an extension is approved by SMHA. If corrective action is not taken within the prescribed time, SMHA may terminate the family's assistance. Corrective action should be defined by the owner when the family has caused damage to the unit beyond normal wear and could be repaired by the owner/agent with payment for damages by the family.

If a unit is in non-compliance with Housing Quality Standards for more than 60 days, the HAP Contract will be terminated.

### **Abatement**

According to the HAP Contract, the owner is responsible for ensuring that the unit meets HQS during the entire term of the HAP contract. If SMHA sites HQS deficiencies at the annual inspection, the owner must make repairs within the time specified on the written inspection report. If repairs are not complete by the time of the reinspection, SMHA must stop rental subsidy payments to the owner. No subsidies will be paid from the date of the reinspection until the owner notifies SMHA that the repairs are complete and a verification inspection is done. Subsidy held during this abatement process **will not be released** once the repairs are completed and the unit has received a status of Pass.

The family is still responsible for their portion of rent during the abatement period. The owner may not collect the housing authority subsidy portion from the family.

### **Special Inspections**

Special inspections may be conducted at any time during assisted tenancy at the request of the family or the owner. Reasons to request a special inspection might be destruction of property by the tenant or failure of an owner to make needed repairs.

### **Lease and HAP Contract Termination**

The owner's approved lease and the HAP contract run concurrently. Therefore, if the assisted lease ends, the HAP contract ends.

#### **The HAP Contract Terminates If:**

##### **1. The Owner Evicts the Family**

The owner may evict only by instituting a court action. The owner must give the family written notice of grounds for eviction at or before commencement of the eviction action. The owner must give SMHA a copy of any eviction notice given to a family.

The owner may terminate the tenancy during the initial term of the lease (or any extension term) if the family commits serious and repeated violations of the lease; violates Federal, state, or local law relating to use or occupancy of the unit; demonstrates other good cause for termination, (e.g., history of disturbance of neighbors, destruction of property, etc.) or abuses alcohol in a manner that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

The owner may terminate the tenancy of a family who has engaged in drug-related activity, violent criminal activity or other criminal activity on or near the premises that threatens the health, safety, or peaceful enjoyment of other tenants, owner's employees or residents of the neighborhood.

The owner may terminate tenancy if a tenant is fleeing prosecution or incarceration for a felony or for violating parole.

If the owner successfully evicts the assisted family, SMHA will also terminate Section 8 rental assistance.

## **2. The Owner or Family Terminates the Tenancy**

The family or owner may terminate the tenancy at any time after the end of the lease term with proper notice. Proper notice is defined in the lease.

## **3. The Family Moves from the Unit**

A family is required to give the owner notice in accordance with the lease terms before moving from the unit. This is usually 30 days. After the first year of the lease, SMHA will allow a family to move if they have not entered into a new one-year lease. Upon request, a family will be issued a voucher to move. SMHA will also send the owner a written notice explaining the move process. If a family moves from the assisted unit without giving proper notice, the HAP payments will stop on the last day of the month in which the family moved.

#### **4. SMHA terminates the Family's Assistance**

SMHA will provide the owner and the family with advance written notice if the family is being terminated from the program for any reason. When the family is terminated from the Section 8 Voucher program, the HAP contract automatically terminates and the tenancy becomes "unassisted" if the family remains in the unit.

#### **5. Owner is terminated by SMHA**

SMHA may terminate program assistance to a current landlord for program violations. Violations by Section 8 landlord participants can either be administrative violations of the housing contract or criminal violations under state or federal law. Owner violations might include:

- Accepting payment from the HA for a vacant unit.
- Residing in the unit with the assisted family.
- Bribing an HA official.
- Misrepresenting ownership of the property.
- Collecting illegal side payments from a family – *details contained in Attachment 10*

#### **Violence Against Women Reauthorization Act (VAWA)**

The Violence Against Women Reauthorization Act of 2005 (VAWA) provides that “criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control shall not be a cause for:

- termination of assistance, or;
- termination of tenancy or;
- termination of occupancy rights

if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that domestic violence, dating violence, or stalking.”

VAWA also gives PHA’s the authority to “terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.”

VAWA does not limit the authority of the PHA to terminate the assistance of any participant if the PHA “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance.” However, situations where this might be relevant are extremely rare. (*See Attachment 9, VAWA Notice to Owners and Managers of Section 8 Voucher-Assisted Units*)

## **AMERICANS WITH DISABILITIES AND REASONABLE ACCOMODATION REQUESTS**

In general, owners must permit the family to make reasonable modifications to the unit. However, the owner is not required to pay for the modification and may require that the unit be restored to its original state at the family’s expense when the family moves.

If and when you have questions about what your legal obligations are for addressing reasonable accommodation requests, SMHA strongly urges you to contact the local Fair Housing office that serves your area. In Stark County we have several offices:

- For units located in Canton – 330-438-4115
- For units located in Massillon – 330-830-1717
- For units located in Stark County – Valerie Watson @ 330- 451-7775

ALL rental properties and ALL landlord’s that are housing persons with disabilities must consider any request for a modification to the way you interact with them; the need for modifications to the rental unit; or any other requests which when granted would allow the disabled household member to participant the same as non-disabled households.

Regardless of your acceptance of a Section 8 participant, you as a landlord are bound to complying with the following Federal requirements/laws.

- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988





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# Voucher

## Housing Choice Voucher Program

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB No. 2577-0169  
(Exp. 09/30/2017)

Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

**Privacy Act Statement.** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names is mandatory. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher issuance.

Please read entire document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)		1. Unit Size
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.		2. Issue Date (mm/dd/yyyy)
3. Date Voucher Expires (mm/dd/yyyy) Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)		3. Expiration Date (mm/dd/yyyy)
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)		4. Date Extension Expires (mm/dd/yyyy)
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)
7. Name of Public Housing Agency (PHA)		
8. Name and Title of PHA Official	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)

Sample Only

### 1. Housing Choice Voucher Program

- A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.
- B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

### 2. Voucher

- A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.
- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

### 3. PHA Approval or Disapproval of Unit or Lease

- A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (on the form supplied by the PHA), signed by the owner and the family, and a copy of the lease, including the HUD-prescribed tenancy addendum. **Note: Both documents must be given to the PHA no later than the expiration date stated in item 3 or 4 on top of page one of this voucher.**
- B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.

The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control.

- D. After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.
- E. If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.
  1. The owner and the family must execute the lease.
  2. The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.
  3. The PHA will execute the HAP contract and return an executed copy to the owner.
- F. If the PHA determines that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:
  1. The proposed unit or lease is disapproved for specified reasons, and
  2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

### 4. Obligations of the Family

- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.
- B. The family must:
  1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
  2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
  3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
  4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
  5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
  6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
  7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
  8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
  9. Request PHA written approval to add any other family member as an occupant of the unit.
  10. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.
  11. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- C. Any information the family supplies must be true and complete.
- D. The family (including each family member) must not:
  1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
  2. Commit any serious or repeated violation of the lease.
  3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
  4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
  5. Sublease or let the unit or assign the lease or transfer the unit.

6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises

#### **5. Illegal Discrimination**

If the family has reason to believe that, in its search for suitable housing, it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD Field Office in person, by mail, or by telephone. The PHA will give the family information on how to fill out and file a complaint.

#### **6. Expiration and Extension of Voucher**

The voucher will expire on the date stated in item 3 on the top of page one of this voucher unless the family requests an extension in writing and the PHA grants a written extension of the voucher in which case the voucher will expire on the date stated in item 4. At its discretion, the PHA may grant a family's request for one or more extensions of the initial term.

# Request for Tenancy Approval

Housing Choice Voucher Program

## U.S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

The public reporting burden for this information collection is estimated to be 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by Section 8 of the U.S. Housing Act (42 U.S.C. 1437f). Form is only valid if it includes an OMB Control Number. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance. HUD will not disclose this information except when required by law for civil, criminal, or regulatory investigations and prosecutions.

1. Name of Public Housing Agency (PHA)

Stark Metropolitan Housing Authority

2. Address of Unit (street address, unit #, city, state, zip code)

3. Requested Lease Start  
Date

4. Number of Bedrooms

5. Year Constructed

6. Proposed Rent

7. Security Deposit  
Amt

8. Date Unit Available  
for Inspection

9. Structure Type

- ☐ Single Family Detached (one family under one roof)
- ☐ Semi-Detached (duplex, attached on one side)
- ☐ Rowhouse/Townhouse (attached on two sides)
- ☐ Low-rise apartment building (4 stories or fewer)
- ☐ High-rise apartment building (5+ stories)
- ☐ Manufactured Home (mobile home)

10. If this unit is subsidized, indicate type of subsidy:

- ☐ Section 202 ☐ Section 221(d)(3)(BMIR)
- ☐ Tax Credit ☐ HOME
- ☐ Section 236 (insured or uninsured)
- ☐ Section 15 Rural Development
- ☐ Other (Describe Other Subsidy, including any state or local subsidy) \_\_\_\_\_

11. Utilities and Appliances

The owner shall provide or pay for the utilities/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

Item	Specify fuel type	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Oil <input type="checkbox"/> Other	
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Other	
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other	
Other Electric		
Water		
Sewer		
Trash Collection		
Air Conditioning		
Other (specify)		
		Provided by
Refrigerator		
Range/Microwave		

12. Owner's Certifications.

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. **Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.**

	Address and unit number	Date Rented	Rental Amount
1.			
2.			
3.			

b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

c. Check one of the following:

\_\_\_\_ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

\_\_\_\_ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

\_\_\_\_ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. **The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.**

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

# ADDENDUM TO REQUEST FOR TENANCY APPROVAL

## SECTION I - UNIT TYPE:

*Please use the following definitions in selecting your type of house or apartment in Section 9 of the Request for Tenancy Approval (RTA) form:*

**Single Family Detached** = 1 family home

**Semi-Detached** = a side by side or up and down duplex

**Row House** = town house or attached side by side multifamily with separate entrance

**Manufactured Home** = manufactured and mobile homes

**Garden/Walkup** = 1-3 story housing typically where the 1<sup>st</sup> level of units is partially below ground with entrance to individual units from a common hallway

**Elevator/High-Rise** = any multifamily housing with more than 3 stories or with an elevator

If you checked Semi-Detached/Row House on the RTA, please indicate if your unit is a Duplex or a Row/Townhouse.

☐ Semi-Detached/Duplex

☐ Row/Town House

## SECTION II - WATER SERVICE:

Is this rental property serviced by city water and sewer or does it have a well and pump?

☐ City Water/Sewer

☐ Well and Pump

## SECTION III – UTILITY RESPONSIBILITY:

If you indicated the tenant is responsible for **any** utility (on page one of the RTA form) and this is not a single family home, **units must be metered separately for each utility tenant will be responsible for.**

**A TENANT CANNOT BE CHARGED UTILITY SERVICE IF THERE ARE SHARED METERS WITHIN THE PROPERTY OR COMPLEX**

☐ Each utility (tenant responsible) is separately metered

☐ This property has shared meters

## SECTION IV – LEASE IN PLACE:

Is the tenant currently living at this property?

☐ Yes

☐ No

## SECTION V - LEASE REQUIREMENTS:

You must submit a copy of the **UNEXECUTED** Lease Agreement for this unit along with the completed Request for Tenancy Approval form. The lease should be filled out with the exception of the start date, rent amount and signatures.

**HUD regulations also require the lease to contain the following provisions:** Please assure that your lease contains these items. If your lease does not contain the following, your paperwork will be delayed.

- **Names of the owner and tenant and leased unit address;**
- **Term of the lease, including initial term and provisions for renewal;**
- **Amount of monthly rent to owner;**
- **Indicate what utilities and appliances will be the responsibility of the owner and the tenant.**

In addition, if rental housing was built prior to 1978, you are required to provide SMHA with a copy of the **LEAD PAINT HAZARD DISCLOSURE** that has been filled out and signed by both you and your tenant. This document should accompany the executed lease once your unit has passed SMHA inspection.

## SECTION VI - RENTAL SUBSIDY PAYMENT:

Please print name or business and address as it should appear for payments as well as tax form W-9.

Sample Only

## SECTION VII - UNIT INSPECTION:

Your unit must pass HQS inspection within 30 days of the inspection. If it does not pass within this established timeframe, SMHA must deny your Request for Tenancy Approval and the participant will be informed of the need to continue to locate housing with another landlord.

## CONFIRMATION OF AMENITIES PROVIDED BY LANDLORD:

**Please check all applicable amenities, this list is used when determining**

**Reasonable Rents for your area.**

**You are confirming the working condition of all listed amenities**

Square Footage of Living Space: \_\_\_\_\_

Baths: ☐ 1 ☐ 1 ½ ☐ 2 ☐ 2 ½

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Basement/Attic        | <input type="checkbox"/> Business/Fitness Center  | <input type="checkbox"/> Cable/Internet Ready       |
| <input type="checkbox"/> Carpeting             | <input type="checkbox"/> Central Air              | <input type="checkbox"/> Ceiling Fans               |
| <input type="checkbox"/> Ceramic Tile Floors   | <input type="checkbox"/> Deck/Balcony/Patio/Porch | <input type="checkbox"/> Energy Efficient Cert Unit |
| <input type="checkbox"/> Dishwasher            | <input type="checkbox"/> Elevator                 | <input type="checkbox"/> Handicap Accessible        |
| <input type="checkbox"/> Fenced                | <input type="checkbox"/> Garage                   | <input type="checkbox"/> Garbage Disposal           |
| <input type="checkbox"/> Hardwood Floors       | <input type="checkbox"/> Laundry Facilities       | <input type="checkbox"/> Modern Appliances          |
| <input type="checkbox"/> Playground/Courts     | <input type="checkbox"/> Pool                     | <input type="checkbox"/> Range                      |
| <input type="checkbox"/> Refrigerator          | <input type="checkbox"/> Security System          | <input type="checkbox"/> Storage                    |
| <input type="checkbox"/> Washer/Dryer Hookups  | <input type="checkbox"/> Window/Wall A/C Unit     | <input type="checkbox"/> Working Fireplace          |
| <input type="checkbox"/> Yard Sprinkler System |   |   |

### Services Provided:

- ☐ Lawn Care Provided ☐ Pest Control Services ☐ Onsite Maintenance

## SECTION IX - OWNER/AGENT DISCLAIMER:

The information provided on the RTA and the RTA Addendum is accurate and truthful. I understand that any amenities that have been identified on this form & the lease will remain my responsibility to replace and repair as needed during the entire tenancy. If at any time during the tenancy I or the tenant wishes to alter the ownership of the provided appliances and/or amenities, I understand that I must notify Stark Metropolitan Housing Authority in writing prior to making those changes. I understand my written request must be submitted 120 days in advance of the anniversary of the initial lease term. ***I understand that any requested lease provision change including appliance and/or amenity changes can only be implemented on the anniversary of the initial lease term. Changes that are made without SMHA approval will result in the need for the landlord to reimburse the family for the overpayment of HAP that was made to the landlord as a result of their failure to notify SMHA of the lease provision change.***

Disclaimer Certified by: \_\_\_\_\_

Owner/Agent Signature

Date

**Sample Only**

**\*\*Attention Owner/Agent failure to complete ALL portions of both the RTA and the RTA addendum will result in delayed processing. Please take a moment to assure that you have fully completed all areas of both forms; front & back.**



## SECTION 8 INSPECTION CHECKLIST

**BEFORE** SMHA inspects your property, check to be sure the following areas that will be addressed during the inspection will pass. HUD requires assisted housing be in a decent, safe and sanitary condition. All repairs must be done using quality workmanship.

- ☐ Interior and exterior ceilings, walls, floors, and foundation must be free from serious defects or deterioration.
- ☐ Exterior steps and walks must be safe and free from deterioration that could cause trip hazards.
- ☐ A smoke detector must be installed on every level, including the basement and outside sleeping areas. If any member of the family is hearing impaired, a detector for the hearing impaired must be installed.
- ☐ When occupied by a family with children under the age of six, the unit must be free of deteriorated paint surfaces. (peeling, chipping, cracking, chalking or otherwise damaged or separated from the substrate)
- ☐ Inside or outside, when there are three or more steps (risers), a secured handrail must be attached.
- ☐ The unit must be free of any insects, rodents, or other infestations.
- ☐ The unit must be free of electrical hazards. All three prong outlets and outlets at water service areas must be grounded.
- ☐ Every room must have either two working outlets or one working outlet and a permanently installed light fixture.
- ☐ Every bedroom must have a privacy door and at least one operable window for fire escape.
- ☐ Light switches and outlets must have unbroken and secured plate covers.
- ☐ Windows and doors must be sturdy, secure and weather tight when closed.
- ☐ Windows and doors accessible from the outside must have safe, working, sturdy locks.
- ☐ Windows must have a mechanism to secure them in place when opened, i.e. weighted ropes or clips properly installed.
- ☐ If unit has a third floor sleeping room(s), the owner must provide a safe method of escape.
- ☐ Access to the unit must not be through use of other private property.
- ☐ The bathroom must have an operable window or an exhaust fan for ventilation.
- ☐ The hot water tank's pressure valve must have a 3/4" discharge line extending down to six inches from the floor. Hot water heater must be grounded with a # 6 ground wire.
- ☐ The flue pipe connected to the furnace and hot water tank must be installed correctly and sealed at the chimney.
- ☐ Every room must have an adequate safe heat source.
- ☐ Unit must be free of any accumulation of garbage or debris, inside and outside. Unused or abandoned vehicles, appliances, building material, etc. must be removed from the property.
- ☐ Multi-family (4 units & up) must provide refuse disposal facilities. (trash cans & lids, garbage chutes, or covered dumpster.)
- ☐ All building systems, fixtures and components must be in proper, safe working order.
- ☐ Plumbing supply and drain lines must be free from leaks and faucets must not drip.
- ☐ Garages and sheds must be free from serious deterioration and safety hazards.
- ☐ The site where the assisted unit is located must be safe and free of hazards to the assisted family.

### Attachment #3

## **DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT HAZARDS**

### **LEAD WARNING STATEMENT**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

### **Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based hazards (check (i) or (ii) below):

- (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

\_\_\_\_\_  
\_\_\_\_\_

- (ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing

(b) Records and reports available to the lessor (check (i) or (ii):

- (i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and /or lead-based paint hazards in the housing (list documents below)

\_\_\_\_\_  
\_\_\_\_\_

- (ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing

### **Lessee's Acknowledgment (Initial)**

- (c) \_\_\_\_\_ Lessee has received copies of all information listed above  
(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*

### **Agent's Acknowledgment (Initial)**

- (e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance

### **Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

**Attachment #4**

# IMPORTANT NOTICE!

## LEAD PAINT REGULATION

**The regulation applies to all residential structures built before 1978 that are presently occupied or are expected to be occupied by children under six years old.**

Units NOT included in the regulation are:

1. 0-Bedroom units
2. Units specifically built for elderly and disabled
3. Properties that have already been tested and are found not to have lead-based paint and properties that have had previous lead paint abatement.

**If peeling paint is found in your unit during inspection, you will be required to treat the defective paint surfaces using HUD safe-work practice treatment and clearance requirement. SMHA urges you to inspect your unit periodically and correct any deteriorated paint using safe work practices. The EPA recently updated their requirements which are effective April 2010.**

**Go to [www.epa.gov/lead/pubs/renovation.htm](http://www.epa.gov/lead/pubs/renovation.htm) or call 1-800-424-LEAD**

On the reverse side is an overview of the requirements. More extensive information on the regulation is available upon request.

## LEAD PAINT HAZARD CONTROL REQUIREMENTS AND NOTICE

Lead paint requirements apply to all Section 8 assisted units built before 1978 that are occupied by families with children **under age six**. If a unit is occupied or expected to be occupied by a child **under age six** and has defective paint on interior painted surfaces, entrance or common halls, or exterior surfaces, such surfaces must be treated using safe work practices, unless the surface has been previously tested and found to be lead free.

**Beginning April 2010, Federal Law requires contractors performing renovation, repair or painting projects that disturb lead-based paint in homes built before 1978 must be certified and must follow specific work practices to prevent lead contamination. In order to ensure that you are in compliance with this Federal Law, it will be necessary for you to contact the EPA office, Region 5 @ 1-800-424-LEAD or visit the EPA website for guidance @ [www.epa.gov/lead/pubs/leadinfo.htm](http://www.epa.gov/lead/pubs/leadinfo.htm) and for renovation guidance @ [www.epa.gov/lead/pubs/renovation.htm](http://www.epa.gov/lead/pubs/renovation.htm)**

If any unit is occupied by or intended to be occupied by a child under age six **WITH** an elevated lead content in their blood (confirmed concentration of lead in whole blood of 20 ug/dl), testing for lead paint on chewable surfaces **MUST** be done by a certified risk assessor. (This will generally be done by the local Health Department.) Automatic treatment of chewable surfaces can be done in lieu of testing.

**Acceptable methods of treatment are:** removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydro blasting or high pressure wash with HEPA vacuum. Surfaces may be covered with durable materials with joints and edges sealed and caulked to prevent the escape of lead contaminated dust.

**Prohibited methods of removal are:** open flame burning or torching; machine sanding or grinding without a HEPA exhaust; uncontained hydro blasting or high pressure wash; and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than 20 square feet on exterior surfaces.

**Clean up:** All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles containing lead. Cleanup may be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or other all purpose cleaners.

Waste and debris must be disposed of in accordance with all applicable Federal, state and local laws.

**Clearance Testing:** After treatment of the defective paint and clean-up has been accomplished, clearance testing must be performed by a qualified clearance tester. Dust samples will be collected and sent to a lab and tested for lead content. If lead content is within safe levels, no further action is required. If levels are higher than the safety level, further cleaning will need to be done and the unit retested.

**Tenant protection:** The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination. During exterior treatment, soil and playground equipment must be protected from contamination by lead dust.

### Attachment #5

## LANDLORD REQUEST FOR RENT INCREASE

A request for rent increase must comply with all of the following requirements before the Stark Metropolitan Housing Authority can approve your request.

- No rent increases can occur during the first 12 months of a new contract.
- Only one request per unit will be processed by this agency during any 12 month period.
- This form must be submitted no less than 120 days **prior** to the contract anniversary date.
- The amount of your request cannot exceed the rents for comparable unassisted units in the same neighborhood of your unit. Ref: 24 CFR 982.507(4)

**Note to Landlord:** A rent reasonableness test will be conducted. If the results of this test indicate that your current contract rent should be reduced, SMHA HCVP is required to reduce the rent accordingly.

**Initial (Landlord)**

- If the increase is approved, you will be sent a rental change notice.
- Please complete the back of this form: **Additional Unit Amenities Worksheet (page 2)**

Name of Tenant: \_\_\_\_\_

Address of Unit: \_\_\_\_\_

Current Contract Rent: \$ \_\_\_\_\_

Lease ending on: \_\_\_\_\_

Number of Bedrooms: \_\_\_\_\_

Year Unit Built: \_\_\_\_\_

**Proposed Rent Increase:** \$ \_\_\_\_\_

### Landlord:

Name: \_\_\_\_\_  
 (Please Print)

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

## CONFIRMATION OF AMENITIES PROVIDED BY LANDLORD:

**Please check all applicable amenities, this list is used when determining**

**Reasonable Rents for your area.**

You are confirming the working condition of all listed amenities

Square Footage of Living Space: \_\_\_\_\_ Baths: ☐ 1 ☐ 1 ½ ☐ 2 ☐ 2 ½

<input type="checkbox"/> Basement/Attic	<input type="checkbox"/> Business/Fitness Center	<input type="checkbox"/> Cable/Internet Ready
<input type="checkbox"/> Carpeting	<input type="checkbox"/> Ceiling Fans <input type="checkbox"/> Central Air	<input type="checkbox"/> Ceramic Tile Floors
<input type="checkbox"/> Clubhouse	<input type="checkbox"/> Covered and/or Off-street Parking	<input type="checkbox"/> Deck/Balcony/Patio/Porch
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Elevator	<input type="checkbox"/> Energy Efficient Cert Unit
<input type="checkbox"/> Fenced	<input type="checkbox"/> Garage <input type="checkbox"/> Garbage Disposal	<input type="checkbox"/> Handicap Accessible
<input type="checkbox"/> Hardwood Floors	<input type="checkbox"/> Laundry Facilities	<input type="checkbox"/> Modern Appliances
<input type="checkbox"/> Playground/Courts	<input type="checkbox"/> Pool	<input type="checkbox"/> Range
<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Security System <input type="checkbox"/> Storage	<input type="checkbox"/> Washer/Dryer Hookups
<input type="checkbox"/> Window/Wall A/C Unit	<input type="checkbox"/> Working Fireplace	<input type="checkbox"/> Yard Sprinkler System

### Services Provided:

☐ Lawn Care ☐ Provided ☐ Pest Control Services ☐ Onsite Maintenance

## Utilities and Appliances

The Owner shall provide or pay for the utilities and appliances indicated below by an "O".

The HCV Client (Tenant) shall provide or pay for the utilities and appliances indicated below by a "T".

Unless otherwise specified below, the Owner shall pay for all utilities and appliances provided by the owner.

					Paid/Provided by:
Heating	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Bottle Gas	<input type="checkbox"/> Oil/Coal	<input type="checkbox"/> Electric	
Cooking	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Bottle Gas	<input type="checkbox"/> Oil/Coal	<input type="checkbox"/> Electric	
Water Heating	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Bottle Gas	<input type="checkbox"/> Oil/Coal	<input type="checkbox"/> Electric	
Other Electric					
Water					
Sewer					
Trash Collection					
Air Conditioning					
Refrigerator					
Range or Microwave					
Other:					
Other:					

To the best of my knowledge, the information above is correct.

Owner's Signature

Date

## **2020 Payment Standards Effective April 1, 2020**

Bedroom Size	2019 Payment Standards	2020 Fair Market Rents	2020 Payment Standards	Payment Standard Percentage of FMR
0	\$506	\$500	\$506	101%
1	\$600	\$579	\$600	103%
2	\$761	\$763	\$761	99%
3	\$980	\$972	\$980	101%
4	\$1020	\$1034	\$1020	98%
5	\$1169	\$1189	\$1169	98%

The payment standard **IS NOT** the amount of rent you are approved for! It is used along with your income to calculate the amount of rent assistance for your family.

The payment standard for a family is the **LOWER** of:

- the payment standard for the unit size on the voucher
- the payment standard for the size of the unit rented by the family

April 7, 2017

According to HUD regulations, Stark Metropolitan Housing Authority (SMHA) may terminate the Housing Assistance Payments Contract (HAP) due to any breach of the HAP Contract by the landlord. HUD's Office of Inspector General (OIG) provides policy direction in the administration of the programs and operations of HUD, and conducts program audits and investigations in effort to prevent and detect fraud and abuse in HUD programs.

The OIG has recently issued a **Fraud Information Bulletin** in the form of a Federal Register Notice dated July 10, 2008 (FR-5230-01). It addresses and specifically highlights a recurring problem in the Housing Choice Voucher (HCV) program sighting landlords are charging assisted tenants rents in excess of what is authorized by the HAP contract.

The Bulletin states, "Landlords improperly requiring tenants to pay rent in excess of what is authorized by the HAP contract represents both an actionable offense under the False Claims Act and deplorable behavior directed towards the very persons whom the HCV program was designed to serve."

**Penalty for submitting false claims for HAP contract periodic rent payments under the False Claims Act is addressed as follows:**

"Persons who submit to HUD or a HUD intermediary claims that are false, fictitious or fraudulent are liable for an assessment equal to three times the amount of the claim, plus a penalty of between \$5,500 and \$11,000 per claim. The United States may take the position that the entire amount of its HAP payment, not merely the amount of the excess payment by the tenant, is the claim that should be trebled where landlords make false certifications concerning excess rent charged. Additionally, each periodic rent payment constitutes a separate claim. In one case, the court levied a \$33,000.00 penalty against a landlord who had overcharged the assisted tenant by \$360.00. Housing Authority personnel with knowledge of such activity by participating landlords, must report the information to the Office of Legal Counsel, Office of the Inspector General in Washington, DC."

The following are the identified areas of your HAP contract that you have committed to uphold as they pertain to rent.

- **Rent to Owner: Reasonable Rent 6. a.** "During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or re-determined by the PHA in accordance with HUD requirements."
- **Rent to Owner: Reasonable Rent 6. d.** "During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere"
- **Owner Certification 8. d.** "Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term"

SMHA has recently become aware of such activities by landlords participating in our local program and we are acting appropriately. **If you have negotiated or are collecting excess rent from your Section 8 assisted tenant, you must stop this practice immediately.** If SMHA receives a report from the tenant or any other source that a breach of the HAP contract has occurred we will refer the identified breach to the OIG.

The serious nature of any breach of HAP Contract is immense.



## **VAWA Notice to Owners and Managers of Section 8 Voucher-Assisted Units**

You may not deny a voucher-assisted applicant admission to housing solely because an applicant is or has been a victim of domestic violence, dating violence, or stalking, if he or she otherwise qualifies for admission.

Acts or threats of domestic violence, dating violence, or stalking against a tenant or occupant do not provide good cause for terminating the tenancy or occupancy of the victim of domestic violence, dating violence, or stalking.

Acts or threats of domestic violence, dating violence, or stalking against a tenant or occupant do not constitute a serious or repeated lease violation by that tenant or occupant.

Criminal activity directly relating to domestic violence, dating violence, or stalking is not cause for terminating the tenancy of the victim of that violence, unless you can demonstrate there is an actual and imminent threat to the safety of other tenants or staff if the victim's tenancy is not terminated.

If a perpetrator and victim of the violence share a residence, you may bifurcate the lease and terminate the tenancy of the perpetrator based on his or her criminal acts of physical violence without evicting or otherwise penalizing the victim of that violence. If the victim of the violence otherwise meets program requirements, you may not terminate his or her tenancy or occupancy unless, as set out above, you can demonstrate there is an actual and imminent threat to the safety of other tenants or staff if the victim's tenancy is not terminated.

You are obligated to honor court orders addressing tenants' and occupants' rights of access to and control of a unit, including civil protection orders issued to protect a victim of domestic violence and court orders issued to address the distribution of property upon family dissolution.

If you seek to terminate the tenancy of a victim of domestic violence, dating violence, or stalking for lease violations unrelated to the domestic violence, dating violence, or stalking, you cannot hold the individual to a more demanding set of rules than you apply to tenants who are not victims of domestic violence, dating violence, or stalking.

You must give any tenant whose tenancy you are seeking to terminate notice that if he or she can prove or "certify" that he or she is a victim of domestic violence, dating violence, or stalking, then he or she is entitled to the above rights.

A tenant must be given at least 14 business days to obtain this certification that he or she is a victim of domestic violence, dating violence, or stalking. You have unlimited discretion to grant the tenant additional time.

### **Attachment # 9**

There are certain documents that you must accept as proof that the tenant is a victim of domestic violence, dating violence, or stalking, including police or court records and certain statements from attorneys, medical professionals, and domestic violence advocates. You also have unlimited discretion to accept any other kind of evidence that shows a tenant is a victim of domestic violence, dating violence, or stalking.

Specifically, you must accept any one of the following documents as sufficient proof that the tenant is a victim of domestic violence, dating violence, or stalking entitled to the above rights:

- ✓ A written, signed statement from a victim services provider that states under penalty of perjury that the provider believes the incidents in question were acts of domestic violence, dating violence, or stalking against the tenant and that names the abuser. The tenant must also sign the document.
- ✓ A written, signed statement from a medical professional that states under penalty of perjury that the medical professional believes the incidents in question were acts of domestic violence, dating violence, or stalking against the tenant and that names the abuser. The tenant must also sign the document.
- ✓ A written signed statement from an attorney that states under penalty of perjury that the attorney believes that the incidents in question were acts of domestic violence, dating violence, or stalking against the tenant and that names the abuser. The tenant must also sign the document.
- ✓ A police record that indicates the tenant is a victim of domestic violence, dating violence, or stalking and that names the abuser.
- ✓ A court record (for example, a protective order) that indicates the tenant is a victim of domestic violence, dating violence, or stalking and that names the abuser.

You must keep confidential any information a tenant provides about domestic violence, dating violence or stalking against him or her unless the tenant gives you permission to share the information with someone else. You may use this information, however, if it is necessary for an eviction proceeding (for example, in order to evict an abuser). You may also disclose this information if required to do so by law.

If state or local law provides greater protection for the housing rights of victims of domestic violence, dating violence, or stalking than the protections set out above, you must abide by the local laws.

#### **Attachment # 9**

## **Available Units List**

If you are interested in listing a unit with the Section 8 program, we're interested in listing it for you. Simply go to [www.starkmha.org](http://www.starkmha.org) click on Departments, Section 8, Landlords, and Unit Listing. Complete the Unit Listing form and return by email at [mchumney@starkmha.org](mailto:mchumney@starkmha.org) or [dswafford@starkmha.org](mailto:dswafford@starkmha.org) or fax to 330-580-9000.

Attachment #10