

TENANT BASED HOUSING CHOICE VOUCHER ("VOUCHER") PROGRAM.

1. How Does a Family Qualify for a Voucher?

The process starts with a family submitting an application to the Housing Authority during an open application period. The list is closed, except for very brief periods when it is open for new applications. After an application is received, the Housing Authority applies Federal standards of eligibility:

- The household must be income eligible.
- All household members must be U.S. citizens or legal residents.
- No family member can have a criminal history involving illegal drugs or violent criminal behavior in the past three years.
- No member can be a registered sex offender.
- No member can be on parole or probation.

Once the families name comes to the top of the waiting list they are called in for an eligibility certification appointment. Only when all of the above conditions are met, is the family eligible to receive a Voucher.

2. Selecting a Family to Rent Your Unit

It is the owners right and responsibility to screen families for suitability as a tenant. Owners are encouraged to have a formal policy and to follow it with all potential renters. This will ensure fairness and help you avoid a complaint of discrimination. You may consider a) a written application, b)a reasonable application fee, c)reference checks, d)a visit to the current residence, and e)a credit check .

Give serious consideration to any bad news you receive but don't act hastily. You may want to discuss it with the family; there may be a good reason for the problem.

If a Request for Tenancy Approval has been submitted to the Housing Authority, you may request, and we will provide you information from the Housing Authority file about: previous unit inspections performed; previous damage claims paid on behalf of the family, letters and/or complaints from previous landlords. This information is provided FREE of charge, and you do not need the family's permission.

There is no substitute for good tenant selection, and a sound decision is worth a small investment.



3. The Request for Tenancy Approval

The process begins with the Request for Tenancy Approval (RTA). A completed RTA signals the Housing Authority that the owner is seriously interested in renting their unit to the family. Before signing the form, the owner and tenant should inspect the unit, and both parties should discuss their expectations should a lease and contract be signed. If there is agreement, the RTA should be completed and signed by the family and the owner or his/her authorized agent, and submitted to the Housing Authority in person; mail or faxes are not accepted. The unit must be available for occupancy and inspection within seven days of the submittal. The RTA must include:

- The property address;
- The date the unit will be available for occupancy;
- The rent and security deposit requested by owner;
- Information about owner's relationship to the family, and how checks are to be made payable.
- Lead-Based Paint Statement.

4. Housing Quality Standards

Housing Quality Standards (HQS) are "performance" standards – general rules designed to insure that every unit assisted in the voucher program, is safe, decent and sanitary. For example, there is no requirement for particular type of flooring (i.e. carpet or tile); there is a requirement that the floor covering provided not have any trip hazards.

The question always comes up about what constitutes a bedroom. A bedroom:

- is at least 70sq feet in size;
- has a clothes closet and at least two electrical outlets or one electrical outlet and a ceiling light
- has at least one operable window and
- is a room intended for sleeping purposes.

17 Common reasons a unit fails inspection (HQS)

- 1) Missing or non-functioning smoke detector.
- 2) Outlets near water (kitchen and bathroom) that are not properly grounded. (GFI)
- 3) Bathrooms that lack ventilation (window or permanently installed mechanical fan)
- 4) Rooms that don't include at least one operable window with a screen,
- 5) No temperature relief valve on the water heater.
- 6) Inoperable stove or missing knobs.
- 7) Peeling interior or exterior paint.
- 8) Cracked or broken window glass.
- 9) Trip hazards in the flooring.
- 10) No secure mailbox receptacle.
- 11) Missing or cracked electrical outlets or switches.
- 12) Loose or missing railing on interior or exterior stair.
- 13) Double keyed deadbolt locks.
- 14) Trash or debris in the front, rear or side yard.
- 15) Seismatic strapping on water heater (State Law).
- 16) Utility services must be on at the time of inspection.
- 17) All appliances must be in place and functioning properly.

5. Contract Rent

It is our goal to offer you a competitive rent for your unit. The owner and Housing Authority negotiate an appropriate rent for the unit after inspecting the quality of the unit and its amenities, and comparing it to rent that are being charged for similar, non-Section 8 units in the immediate area. By regulation the contract rent cannot be more than the market rent for similar non-Section 8 units... and by logic, it shouldn't be any lower either.

6. Fair Market Rent

Each year the U.S. Department of Housing and Urban Development (HUD) issues a schedule of "Fair Market Rents" (FMR). This schedule is the maximum contract rent that the Housing Authority can authorize for a unit (by bedroom size) including basic utilities for lighting, heating, cooking, water and garbage service. There is no guarantee that the owner will get the FMR rent.

7. Security Deposit

We strongly recommend that you collect an appropriate security deposit from your tenant. The maximum-security deposit allowed is 2x the full monthly (contract) rent. If you have a security deposit, at the end of tenancy, you can deduct any amount owed for unpaid rent and any monies required to repair tenant caused damage. It is permissible for the owner to accept a "down payment" on the security deposit at the start of the lease, and enter an agreement with the family for installment payments on the balance.

8. Negotiating the Lease

The rental lease is a binding contract between the property owner and the family. A good lease is written in clear simple language so that both parties and any reasonable person could read and understand it. The model lease provided by the Housing Authority is a good general lease. It is recommended that the landlord be sure to identify:

- a. Who will be responsible for utility service: gas, electricity, water (NOTE: garbage is the responsibility of the property owner by City Charter & Richmond Housing Authority Policy)
- b. Who will be responsible for front, rear or side yard maintenance.
- c. The schedule for interior painting, shampooing and/or replacement of carpeting or floor covering.
- d. Any policy regarding late payment of rent; financial penalties, sanctions for repeat late payment, etc.
- e. Fees for additional services

9. Side Agreements

Act cautiously about agreements for additional services. If the service is something that reasonably is a part of the unit, you cannot charge extra for it (i.e. the attached garage, or wall to wall carpet). A side agreement might be appropriate for a second refrigerator or freezer; it would not be appropriate for the refrigerator for the unit. No "side agreement" is valid until the Housing Authority recognizes it, in writing.

10. Family Rent Share

The maximum subsidy for each family is determined by the Payment Standard for the Voucher size issued to the family, less 30% of the family's Monthly Adjusted Income.

The Voucher size issued to the family is based on the RHA's Subsidy Standards. The payment standard for the family is based on the lesser of the Payment Standard for the Voucher size issued and the Payment Standard for the unit selected.

The Housing Assistance Payment to the owner is the lesser of the subsidy described above or the rent charged by the owner.

11. Housing Authority Rent Portion and Housing Assistance Payments

This is the portion of the rent paid by the Housing Authority. (This portion plus the family rent portion equals the full contract rent) We pre-pay our rent portion on the first day of each month (i.e. January rent is paid on January 1, 2001). The check stub provides information about the payment; family name, assisted address and amount of subsidy. If for any reason there is an overpayment (i.e. family vacated unit, repairs not made in a timely manner, duplicate payments processed, etc.) the owner must repay the Housing Authority within 45 days. If payment is not made, the Housing Authority will deduct the overpayment from other payments the owner is entitled to receive, or seek legal remedy.

There are instances when the regular payments will not be processed. NOTE:

Hold: A "hold" is used to suspend payment and avoid an overpayment until some matter is resolved (i.e., family 30-day notice to move; physical repairs required in the unit). The owner remains eligible to receive payment, and it will be released as soon as the matter is resolved.

Landlord/Tenant signatures must be obtained prior to effective date of new Housing Choice Voucher Contract before any payments are released.

Abatement: The subsidy is abated when the owner fails to make repairs within the time allowed. When rent is abated it is for a specific period of time, and is lost forever (i.e., if repairs are made 10 days after the "grace period", the owner would lose 10-days of rent).

12. Property Management

As a property owner, you know you wish to manage your investment – and we want to do just that.

If you are taking sanctions against a family for cause, we will cooperate with you, and based on the facts, may propose termination of the Section 8 Voucher.

If it is necessary for you to evict the family, we will continue our payments provided the unit is reasonably safe, decent and sanitary, and you are taking reasonable and responsible actions to complete the eviction.

We expect that you know what is happening at the property by first hand knowledge or constructive knowledge (what you would know if you acted responsibly)

Tenants and landlords have a responsibility for being good neighbors. Collectively you tell the story of the Section 8 Housing Choice Voucher Program. The building and grounds need to be maintained properly; the family needs to control the behavior of all household members and friends and the landlord needs to take appropriate action in response to complaints from his/her tenant or any of the neighbors. Failure to manage the property responsibly can result in termination of the Section 8 Housing Choice Voucher contract and a nuisance lawsuit against the property owner.... with the potential for large monetary penalties.

13. Changes in Rent/Household Members

Whenever we approve a change in rent – contract rent, family rent portion or the Housing Authority rent portion – written notice is provided to the family and the owner. We will also provide the landlord notice anytime we approve a change (addition or deletion) from the approved household.

14. Lease/Contract Renewals

The initial term of the lease (owner/family) is 12 months. The renewal process begins 90-120 days prior to the anniversary. The owner and tenant can renegotiate the rent, payment of utilities, grounds maintenance and any other provisions of the lease. RHA approval is required during the renewal process and no changes are approved until the Housing Authority approves them in writing to the tenant and owner. In the Housing Choice Voucher program, the family, not the Housing Authority, pays most recent rent increases.

The contract (owner/Housing Authority) is valid for the term of the assisted lease and is continued provided (a) the family occupies the unit; (b) the unit meets minimum Housing Quality Standards; (c) the family is eligible for continued assistance. The owner may “opt-out” of the contract by providing the family 30-day notice, with a copy to the Housing Authority.

15. Lease/Contract Terminations

The lease cannot be terminated during the first 12 months without good cause. Good cause includes but is not limited to non-payment of rent, damage to/destruction of unit, other violations of material terms of the lease or repeat violations of minor lease provisions. EXCEPTION: The owner and tenant can mutually agree to an early termination. After the first year, the lease converts to month-to-month basis and can be terminated by the owner or the family upon 30-day written notice. If the owner is terminating the lease for reasons beyond the tenant’s control (i.e. to rent to a relative) 90-day notice is recommended.

Termination of the assisted lease and/or contract results in termination of the Section 8 rental subsidy. The owner may have to take additional action (file an Unlawful Detainer) to reclaim the unit if the family does not voluntarily vacate.

The Housing Authority must terminate the Housing Assistance Payment Contract if the family becomes ineligible for continued assistance.

Common causes for loss of assistance include:

- 1) Failure to report income or household members
- 2) Engaging in illegal activity; drugs, violence, sex crimes
- 3) Failure to pay rent
- 4) Failure to maintain tenant supplied utility service
- 5) Tenant caused damage to the rental unit
- 6) Failure to attend annual recertification or unit inspection appointments.

16. Listing Your Available Unit for Rent

We provide a listing service of units available for lease with assistance from the Section 8 Housing Choice Voucher Program. There is no charge to landlords who list their units, and there is no charge to families who request copies of the listing. A landlord can avoid the costly expense of listing the unit in a local newspaper, and families with vouchers have the assurance of knowing that the landlord is willing to accept a family with rental assistance. It is a “free” win-win service provided by the Housing Authority on behalf of two of our important partners – landlords and families. The list is updated every Monday morning and is distributed daily from the Section 8 Leasing Office and the Richmond Housing Authority main office throughout the week.

The units have not been inspected nor have the contract rents been approved by the Housing Authority. The owner/landlord would have to accept the contract rent offered by the Housing Authority (using comparable rents and the current FMR) and the unit would have to pass Housing Quality Standards before a lease/contract may go into effect.

17. Housing Discrimination

In accordance with The Federal Fair Housing Law (The Fair Housing Amendment Act of 1988), it is illegal to discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin.

18. Fraud/Criminal Activity

The Housing Authority has a zero tolerance policy when it comes to criminal activity and/or fraud by staff, owners or families participating in the program and we will not hesitate to file civil and/or criminal charges as appropriate, up to and including seeking a ban from participation in any Federal program, monetary award, and where appropriate, an appropriate jail sentence.

Thank You for your interest & participation in
the Section 8 Housing Assistance Program