

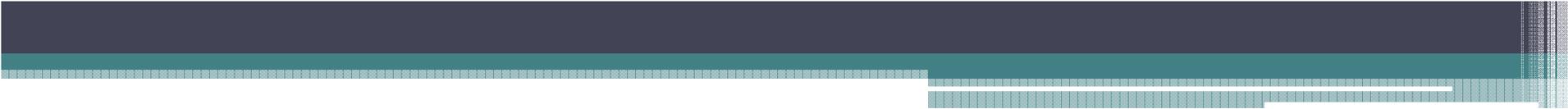
THE PROGRAM AND YOU: WORKING WITH THE HOUSING CHOICE VOUCHER PROGRAM

*Information for Landlords with
questions about working with
families who receive rental
assistance.*

What does it mean to be a Landlord with a Section 8 Family?



- Landlords working with the Section 8 Housing Choice Voucher (HCV) Program have the same responsibilities under NC Law as any Landlord.
- The Program helps a family based on their income.
- Rental units are not on the program, but are important to the program's success.
- Landlords who work with assisted families enter into a cooperative business relationship with the Housing Authority.



HOW RENTAL ASSISTANCE WORKS

**IT'S A NUMBERS GAME AND EVERY FAMILY IS
DIFFERENT**

AND FIRST THEY WAIT...

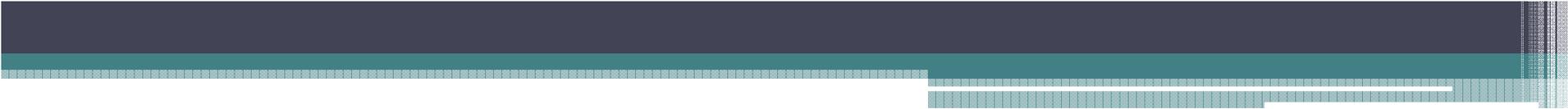


- Funding for our program limited
- Families apply to get on the Waiting List
- Many families wait a long time to reach the top of the list
- We cannot assist families who has not first been on the Waiting List for assistance
(Excepting certain special programs)
- Once a family signs a voucher, time is of the essence for them to find a suitable, affordable rental unit

FINDING A UNIT IS JUST A STEP IN A PROCESS...

- Market conditions can make it hard for families to find a suitable unit that is affordable
- There is not enough housing available in our area
- Landlords like you are VIPs...Very Important Partners
- Everything starts with “the numbers” a/k/a the Budget





ALL FAMILIES HAVE A BUDGET FOR
HOUSING BASED ON:

- **Household Income**
- **Household Composition**
- **Expenses**
- **The Voucher (size)**

OBLIGATIONS & CAPS

- Families are obligated to pay 30% of the household (HH) income toward rent & utilities (HUD calls this “Gross Rent”)
- At Move-in, family contribution is capped at 40% of HH income
- Assistance cannot exceed the difference between 30% of the family’s income & the payment standard based on Voucher Size for the family

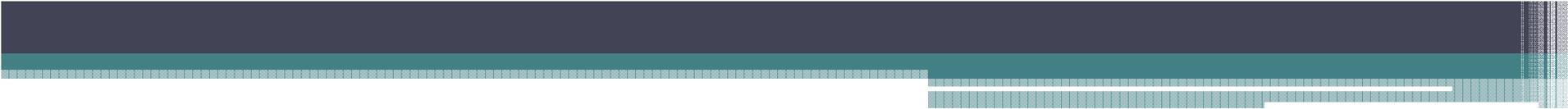
So you see, there are limits built into each family’s budget.

UNIQUE CIRCUMSTANCES FOR EACH FAMILY...

- **What is affordable for one family may not be affordable for another**
- **A family's budget is affected not just by the amount of income, but also certain expenses and family composition**
- **Every dollar of income, expenses and the costs of the rental make a difference in determining affordability, so accuracy is important.**

Rent Negotiations with Landlords

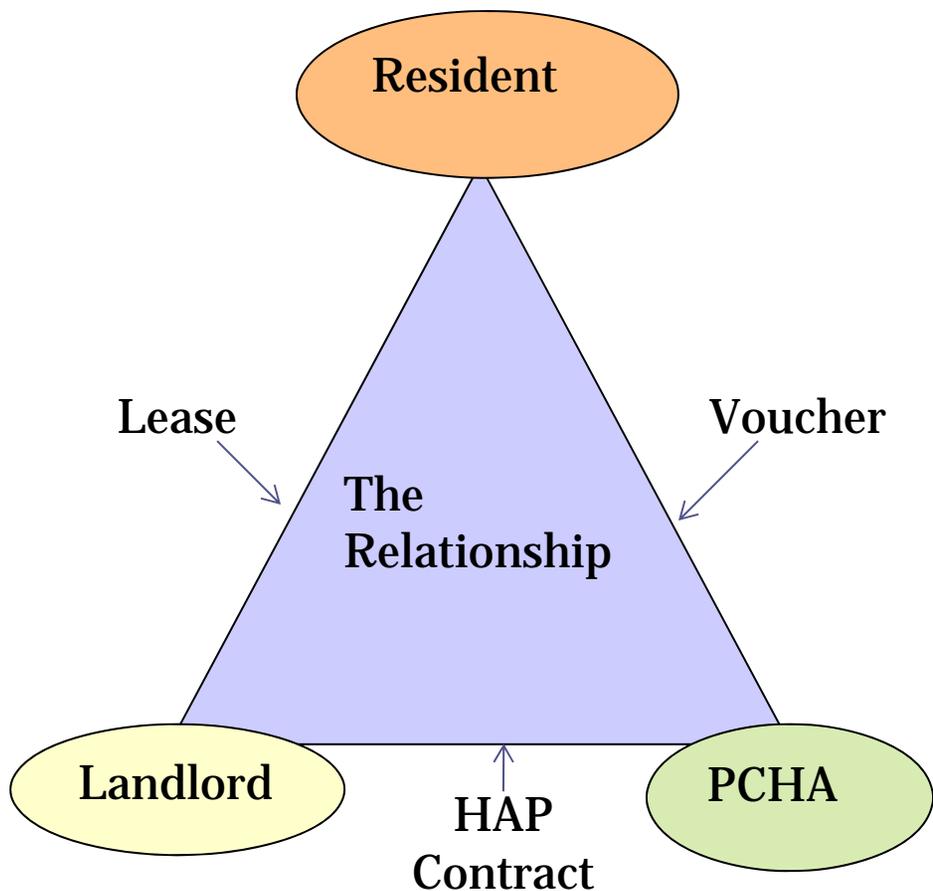
- Landlord's may be asked to adjust the contract rent, *even though it is reasonable*, because a family's circumstances make the 'asking rent' for a unit unaffordable
- Landlords are not required to reduce the rent, if asked
- If a tenant cannot afford a unit, and the landlord does not agree to reduce the rent, the family must continue looking for an affordable unit
- It is the landlord's choice to participate or not, but if you agree to work with the program, **then you must follow the rules**



LANDLORD/TENANT/PHA RELATIONSHIPS

WHERE DO WE ALL FIT IN?

THE RELATIONSHIP IS LIKE A TRIANGLE...



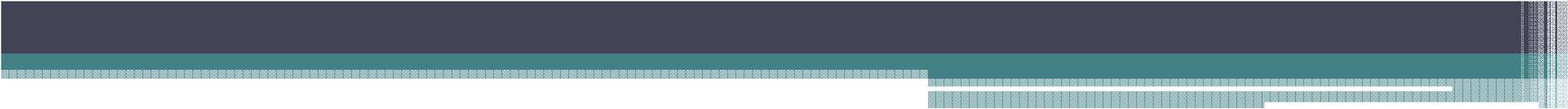
- It's a partnership
- Everyone has to do their part to ensure that the partnership works
- The Contracts are the bones that hold the relationships together
- Doing your part, helps us do ours

Do I have to Accept any/all Voucher Families?

- Landlords who accept assisted families are NOT required to take *every* family that has a voucher, families must meet the landlord's screening requirements
- Landlords are not required to lower rent for a family who cannot afford the asking rent (with our help) provided the rent is reasonable in the market
- A landlord should choose the best qualified tenant considering both tenant screening results & landlord related economic factors as well as reasonable market value
- Just make sure you treat all families the same, screening must be consistent... Fair Housing is the Law for ALL landlords

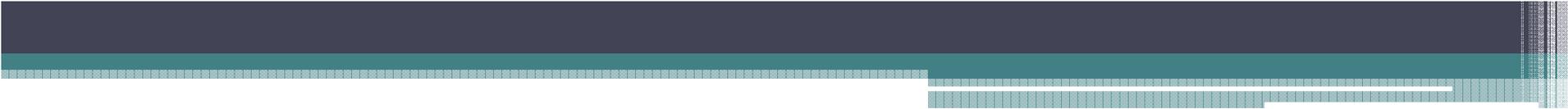
Security Deposits? Application Fees?

- You can & should charge a reasonable Security Deposit. Typically, the deposit is equal to one month of rent.
- You may charge a reasonable application fee to cover your cost of doing a background check.
- If you allow pets, & normally charge a pet deposit, you are permitted to charge assisted tenants a pet deposit for pets.
- Tenants are responsible for paying deposits.



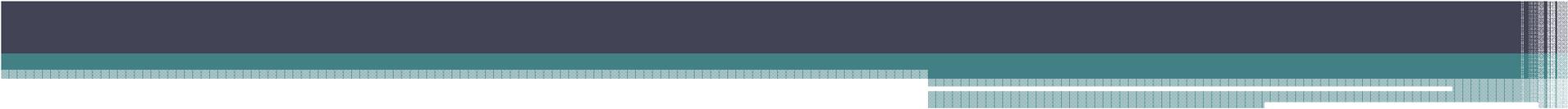
Why should I do a background check?

- **Housing Authorities screen families for program eligibility, NOT for suitability as a tenant.**
- **Just because someone is income eligible for assistance does not mean they will be a good tenant.**
- **Our business is to help low-income families afford stable, healthy housing. Low-income families, who are unable to afford rent on their own, should still be expected to have good references for taking care of units & have good housekeeping habits.**



We are not a Management Company

- Renting to an “assisted” family is much like renting to an “unassisted” family.
- You are responsible for managing your property, protecting your investment and enforcing your lease.
- We will enforce the contracts that we sign, but quality management on your part is the key to a successful tenant/landlord relationship.

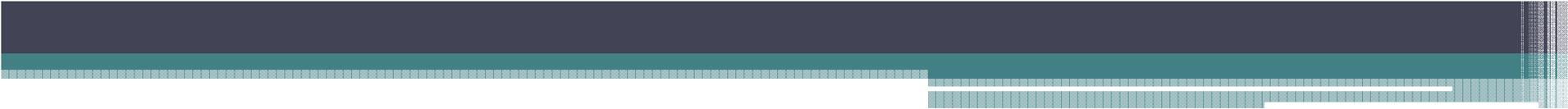


What is my relationship with the Housing Authority?

- We are business partners and it is essential that you communicate with us directly if you have problems or concerns that involve an aspect of the program or the assistance we pay
- We are not a barrier between you and your tenant, instead we all work together... so always keep us in the loop

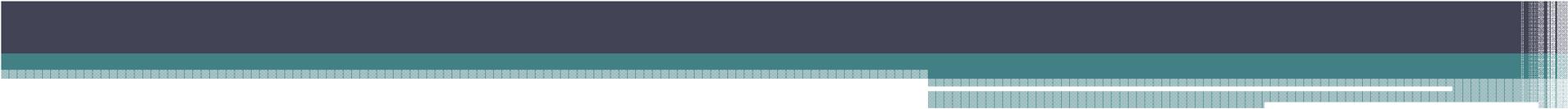
What if I have problems with an assisted tenant?

- What would you do if you have problems with any tenant? Enforce your lease.
- The only added responsibility you have is keeping us, your business partner, informed. Send us copies of lease violation notices, eviction paperwork, notices to vacate or any other paperwork that may be relevant to our partnership.
- We cannot take action regarding lease violations unless you take action...because we are not a party to the lease...but once we are notified of a lease violation, it becomes a program violation.



CONTRACTS & FORMS: RFTAs,
RENT REASONABLENESS,
LEASES, & THE HOUSING
ASSISTANCE PAYMENT
CONTRACT

EVERYTHING YOU SIGN MEANS SOMETHING



REQUEST FOR TENANCY APPROVAL (RFTA)

- Describes the unit a landlord is proposing to rent to a participating family
- Details are important! Must be ***complete*** and signed by both parties (please see the example on the next 2 slides)
- Necessary for us to determine if a unit is affordable for the proposed tenant

SAMPLE FORM: THE ONE YOU COMPLETE SHOULD BE COMPLETE LIKE THIS!

**Request for Tenancy Approval
Housing Choice Voucher Program**

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

Approval No. 2577-0169
(exp. 4/30/2014)

Public reporting burden for this collection of information is estimated to average .08 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. Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency (PHA) Pender County Housing Dept. 805 S. Walker Street Burgaw, NC 28425		2. Address of Unit (street address, apartment number, city, State & zip code) 123 Willow Lane, Burgaw, NC 28425			
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3. Requested Beginning Date of Lease 05/01/2014	4. Number of Bedrooms 3	5. Year Constructed 1995	6. Proposed Rent \$650.00	7. Security Deposit Amt. \$650.00	8. Date Unit Available for Inspection 04/15/2014
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9. Type of House/Apartment
 Single Family Detached
 Semi-Detached / Row House
 Manufactured Home
 Garden / Walkup
 Elevator / High-Rise

10. If this unit is subsidized, indicate type of:
 Section 202
 Section 208
 Section 236 (if unit is a duplex or triplex)
 Section 515 Rural Development
 Home
 Tax Credit
 Other (Describe Other Subsidy, Including Any State or Local Subsidy)
 Stick built or modular homes

Includes townhomes & Duplexes/ triplexes (not apt complexes)
 Double-wide or Single-wide
 Apts w/ an elevator
 Apts w/out an elevator

11. Utilities and Appliances
 The owner shall provide or pay for the utilities and appliances indicated below by an "O". The 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.

Item	Specify fuel type	Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Coal or Other	T	T
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Coal or Other	T	T
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Coal or Other	T	T
Other Electric		T	T
Water		T	T
Sewer		T	T
Trash Collection		T	T
Air Conditioning		O	O
Refrigerator		O	O

Includes power for lights, TV, everything else
 If it is supplied by the city of Burgaw, there is a bill.
 Whose name is on the Utility Bill?
 Who must actually pay the utilities?
 Who will supply a/c unit, stove & refrigerator? This does not apply to the electricity, only the ownership of

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.	121 Willow Rd. Burgaw	11/01/2011	\$650.00
2.	130 Fremont St. Burgaw	10/15/2011	\$675.00
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 Ed Smith		Print or Type Name of Household Head Mary Jones	
Signature		Signature (Household Head)	
Business Address 40 Smith St. Wilmington, NC 28401		Present Address of Family (street address, apartment no., city, State, & zip code) 5 Stag Park Rd. Burgaw, NC 28425	
Telephone Number 910.755.5555	Date (mm/dd/yyyy)	Telephone Number 910.322.6212	Date (mm/dd/yyyy)

DON'T FORGET TO SIGN THE FORM!

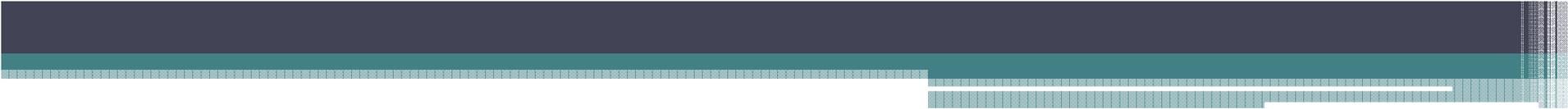
YOUR PROSPECTIVE TENANT MUST COMPLETE AND SIGN THE

RENT REASONABLENESS

- Proposed rent for a unit must be *reasonable* based on market information for units of the same type, size & condition
- Landlords are **not** permitted to charge a Voucher Holder more for unit than he/she would charge a privately paying resident
- We will compare your unit to others for rent in the market to determine market value
- Information on condition, amenities, age and square footage help us with our determination
- Condition will be determined, in part, by the Housing Quality Standards (HQS) Inspection

A GOOD LEASE IS IMPORTANT

- Leases are NOT provided by the Housing Authority & we are not a party to the Lease
- The lease is ***your*** standard contract, with an extra Addendum to satisfy the program requirements
- At minimum, a lease must address the term (1 year - including beginning date & expiration date), rent amount, late charges, name authorized occupants, indicate who owns appliances & indicate who pays utilities
- The full rent amount must be listed on the lease
- ***Ask yourself:*** Does your lease cover all of the issues important to you and your tenants? Are you prepared to stand behind the terms of your lease?
- Better leases = Better Outcomes



HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT

- **The contract between the Housing Authority & the Landlord**
- **Describes the terms & requirements for Landlords working with Voucher Program Families**
- **Includes a section on resident responsibilities**
- **Over-rides the lease if there is conflicting language**
- **HAP Contracts that are terminated “For Cause” also terminate the lease**

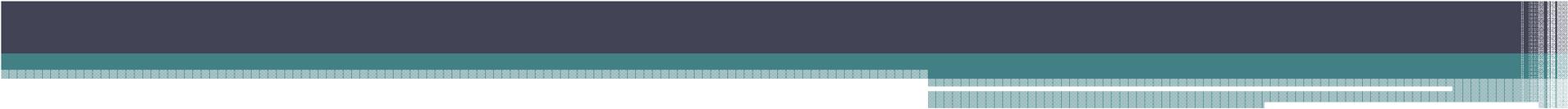
EFFECTIVE DATES

- The lease can start (be effective) as soon as is reasonable *after* the unit passes inspection
- The lease starts on the date the tenant will take possession or the date it passes inspection, whichever is later
- The HAP Contract will have the same *effective date* as the lease
- The HAP Contract and the Lease work together...there is no HAP Contract without a Lease



HOUSING QUALITY STANDARDS

**INITIAL INSPECTIONS, ANNUAL INSPECTIONS
AND THE ON-GOING LANDLORD RESPONSIBILITY
FOR HQS**

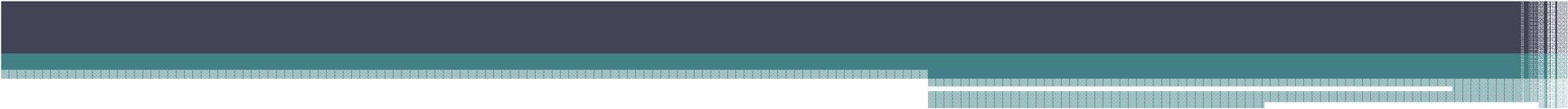


DECENT, SAFE AND HEALTHY

- All units must pass a basic Housing Quality Standards (HQS) inspection before we can enter into a HAP Contract & pay rental assistance...this means that units are decent, safe and sanitary
- The inspection certifies the condition of the unit *at the time of inspection only* based on a basic review by our inspector
- Units must be clean, functional & systems must work as they are designed to work

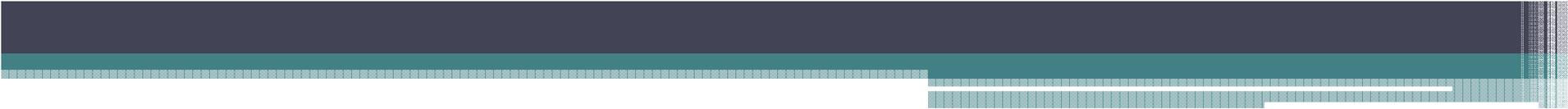
PREPARING FOR AN INSPECTION

- At the initial inspection, the unit must be clean, fully turned/repaired & “move-in” ready
- All utilities must be on in the Landlord’s name* so that systems can be tested
*the only exception is when a tenant is already in residence and gets a voucher
- Once rented, your regular inspections & good preventative maintenance routines are essential to ensuring your unit passes HQS at all times
- Do not rely solely on your tenant to report problems... “an ounce of prevention is worth a pound of cure”



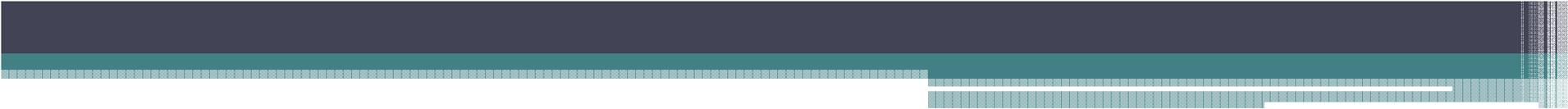
INITIAL INSPECTIONS

- This is the “Move-in” inspection
- The unit must pass the initial inspection before any contracts can be signed for the program
- If the family moves in before the unit passes, the family is responsible for the rent
- Every time a new family moves into your rental unit, its an “initial” inspection



ANNUAL INSPECTIONS

- Units must be inspected at least once every 365 days
- Residents & Landlords are required to cooperate with the inspection process
- The same standards of cleanliness & functionality must be met
- If a fail occurs, correction of the fail items are required within 30 days



SPECIAL & MOVE-OUT INSPECTIONS

- Residents &/or Landlords may request a Special Inspection if there is a concern
- Findings resulting from Special Inspections are subject to the same rules as those of an Annual Inspection
- We do not do “Move-out” Inspections for the program, but landlords should do a move-out inspection with tenants as part of the move-out process

FAILED INSPECTIONS

- Landlords are generally given 30 days to correct fail items
- Verification of repairs is required, though a physical re-inspection may not be
- Units can fail for poor housekeeping (*Does your lease address housekeeping?*)
- Every time you accept a payment from us, you certify that the unit continues to pass HQS
- Landlords whose units habitually fail inspection are subject to recapture...meaning you could be required to pay back assistance for units that fail due to negligence or lack of oversight

EXTENSIONS FOR REPAIRS

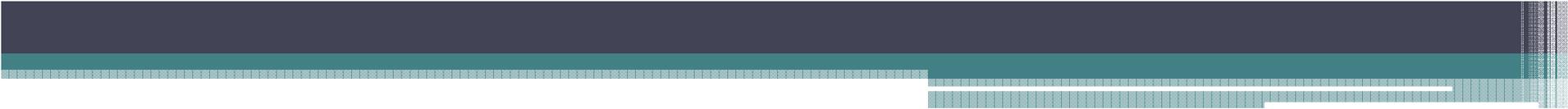
- If repairs *cannot* be completed within 30 days, Landlords may request an extension
- Must be requested in writing and explain why repairs cannot be completed...circumstances must be beyond the landlord's control
- Procrastination is not a reason
- Housing Authority may grant an extension up to 30 days, for a total of no more than 60 days for repairs (extraordinary circumstances excepted)

REINSPECTION FEES

- HUD allows Housing Authorities to charge re-inspection fees to landlords when a failed unit is re-inspected on the scheduled re-inspection date but repairs are incomplete
- Re-inspection fees may be charged when the landlord says repairs are complete, but a re-inspection shows that they are not
- Pender County charges a \$20 re-inspection fee and will capture the fee from future HAP payments, if the landlord does not pay the fee when billed
- There is no charge for normal annual inspections that pass on the first visit each year
- The covers our cost of ***additional*** trips to the property within a review period.

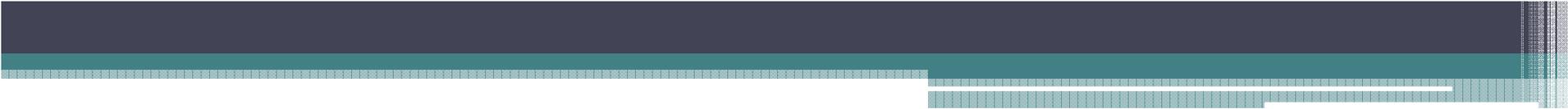
ABATEMENT OF HAP

- The HAP payments may be stopped if a unit fails inspections & repairs are not made timely
- Abatement can happen for “Resident caused” fails
- Abated payments may not be re-instated & may not be collected from the Resident, unless you are notified by us that the Resident is responsible
- If payments are abated for 60 days, we may terminate the HAP Contract



Inspection Information

- **Landlords & Residents are welcome to a copy of the inspection, however it cannot be used in court** (it is a point-in-time certification only)
- **Notices are sent whether units pass or fail Annual Inspections**
- **Notices about failed annual inspections give information about deficiencies.**

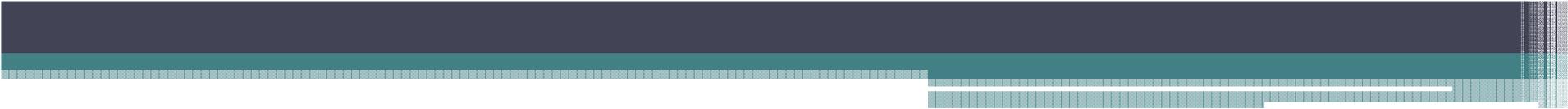


Habitual HQS Fails

Landlords whose properties are poorly maintained and habitually fail the HQS inspection will be debarred from partnering in our program.

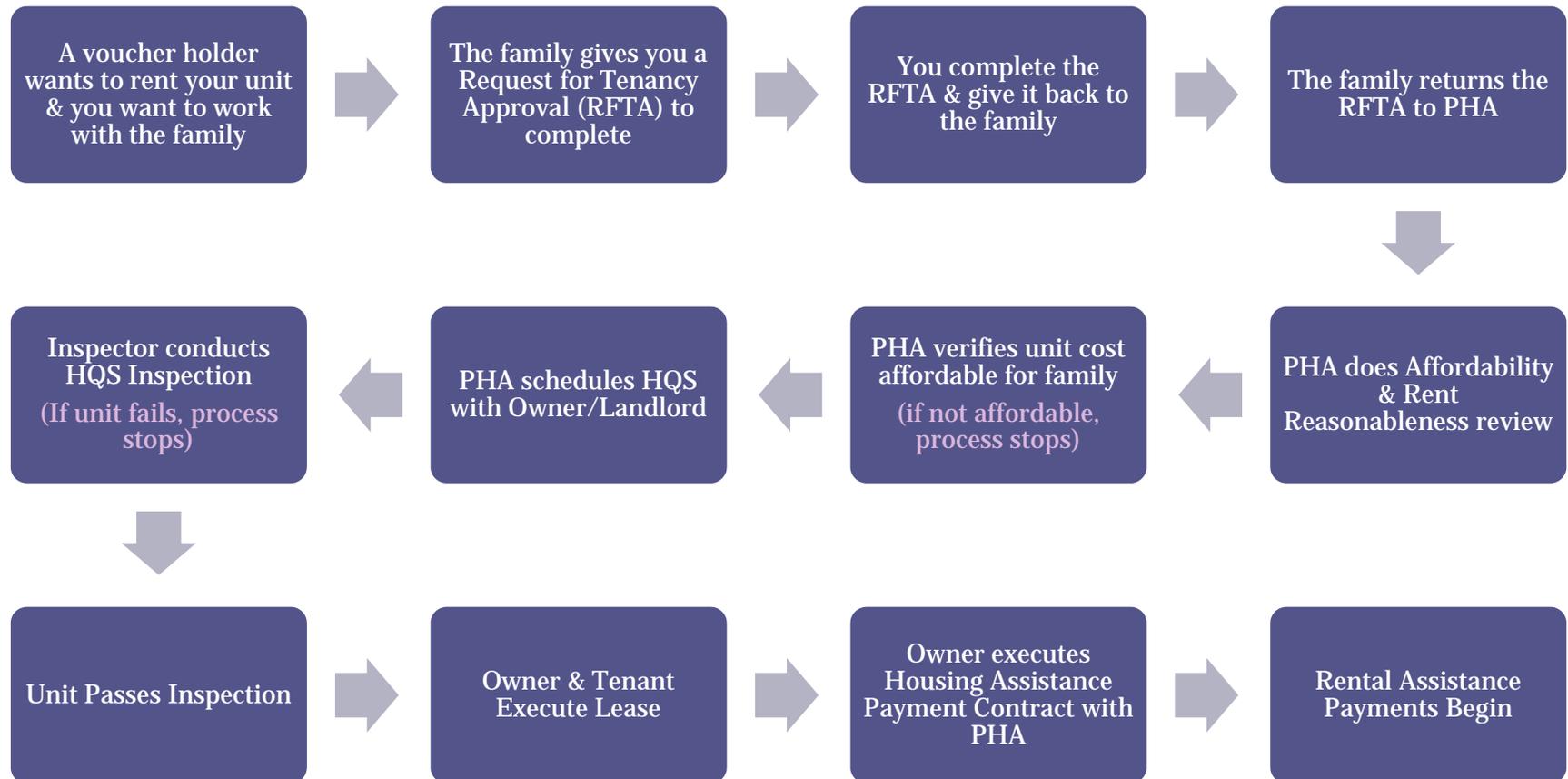
Our goal is to help low-income families access decent, healthy, quality, affordable units.

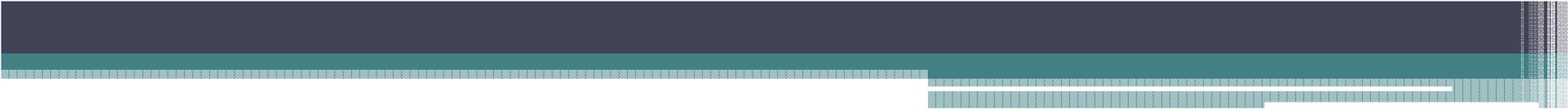
Sub-standard units will not be approved.



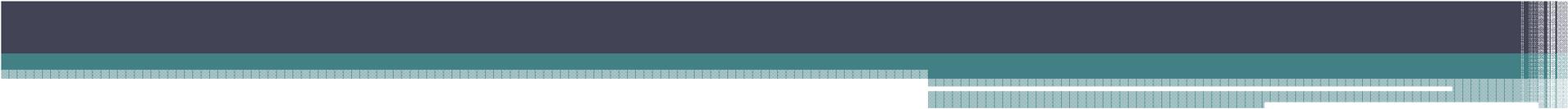
An Overview of the Process

LEASE UP STEPS



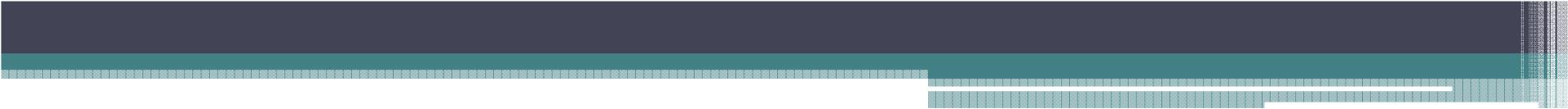


THINGS TO CONSIDER



WE CANNOT ALLOW A FAMILY TO LEASE UP IF...

- The unit is not affordable base on the budget**
- The unit is not “rent-reasonable” based on available market information & unit condition**
- The unit does not pass HQS Inspection**
- The owner does not agree to abide by the program requirements**

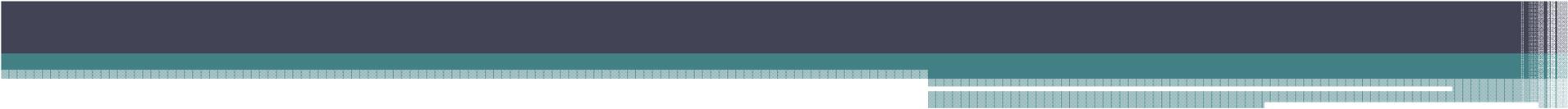


Communication is Key

- Do you communicate regularly with residents?
- Do you know your responsibilities under NC Law?
- Do you have good leases in place that state resident responsibilities?
- Do you read the contracts that you sign to be sure that you understand your responsibilities?

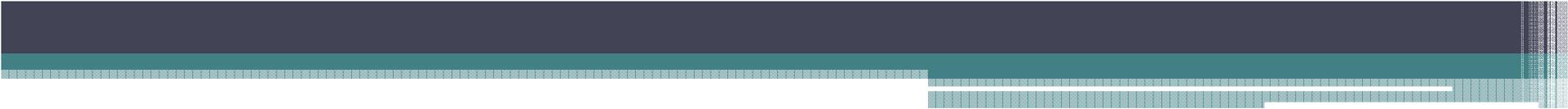
THINGS TO KNOW...

- Landlords may request rent increases, 60 days prior to the lease renewal date (anniversary of move-in) but must have our approval to implement rent changes
- Landlords cannot charge tenants for amounts not approved by the Housing Authority (no under the table payments for any reason...*that is fraud*)
- Landlords should receive written notification of any changes
- E-mail is a great tool! If you use e-mail, we will be glad to send your information electronically
- We are always glad to answer questions!!



SO NOW YOU SHOULD HAVE ...

- **A general idea of how assistance works**
- **An overview of the relationships & where the Housing Authority fits in**
- **Information about Forms & Contracts**
- **General understanding of what we expect for an HQS Inspection, and**
- **An overview of the process & a few key things to remember**



QUESTIONS?

**INTERESTED IN
MORE
INFORMATION?**

Call us!

910.259.1208