

# Landlord Briefing For

## The Housing Choice Voucher Program

Revised: April 29, 2019 by CAL

(All items listed in red are new to this PowerPoint as of the date of this revision)



# Program Purpose

The Housing and Community Development Act was voted into law in 1974, creating Section 8 housing assistance program. This act allows rental subsidies to be paid on behalf of income eligible families so they can reside in safe, decent and affordable housing.

The law has been revised several times since then. The latest being the merger of the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program to become the only program currently in use by the Lorain Metropolitan Housing Authority (LMHA). This program is called the Housing Choice Voucher Program (HCVP).

Under this program, the family selects a rental unit of their choice, anywhere in Lorain County.





## Owner Outreach (housing deconcentration):

- Owners with a rental unit located anywhere in Lorain County may participate in the HCV Program; however, the PHA *particularly* encourages participation by owners of units located outside of areas with poverty and minority concentration.
- While a voucher holder has the freedom to choose where he or she prefers to live, growing evidence indicates that an entire region is better off when there are fewer people living in neighborhoods of concentrated poverty.
- Furthermore, statistics have shown that schools located in areas of poverty deconcentration have a higher rating on the Ohio Dept of Education's report card!



# Landlord/Tenant (Family) Obligations

In order to participate in the HCV Program, both the Landlord and the Tenant have obligations they must meet.

Failure to meet these obligations could result in a suspension, debarment or termination from the HCV Program.



# Family Obligations...

The family (including all family members) must supply any information that HUD or the Housing Authority (HA) determines necessary in the administration of the program. This includes any required evidence of citizenship or eligible immigration status and pertains to all adults on the lease.

The family must report all changes in **earned** income and family composition in writing within 10 business days of the change. This includes changes in employment, adding household members, removing household members, etc.



# Family Obligations...

The family will be held responsible if the family causes a breach in Housing Quality Standards (HQS) which pertains to utilities, appliances and damages. Note that....

Utilities – Effective July 1, 2019 landlords may keep utilities in their name and bill the family. The family is no longer required to put the utilities in their name or in the name of another adult household member. If the family will be responsible for paying a utility – even if the utility will remain in the landlord's name – the RFTA and lease must state that the family is responsible for payment. LMHA's HCVP staff will no longer verify utilities prior to the execution of the Housing Assistance Payment (HAP) Contract. We will; however, verify that utilities are on during the initial Housing Quality Standards (HQS) inspection. Families will receive a utility allowance for tenant-paid utilities, as stated on the Request for Tenancy Approval (RFTA), lease and HAP Contract, regardless if the utility is in the name of the landlord or the tenant

Appliances – Effective July 1, 2019. LMHA inspectors will no longer verify who is responsible for providing the stove and refrigerator at the annual inspection. LMHA inspectors will inspect, in accordance with Housing Quality Standards. If the stove and/or refrigerator fail inspection, we will notify the landlord and the tenant and place responsibility on fixing the appliance on the person stated in the lease. It is up to the landlord and tenant to notify us when responsibility changes. LMHA is required to implement a new HAP contract for changes in utilities and appliances. As always, appliances must be in good operating condition.

Damages – family must not damage the unit or permit any guests to damage the unit. The family is responsible for any damages done to the unit!



# Family Obligations...



The landlord will notify the HA if the family is damaging the unit or failing to maintain utility service(s). This will require you to perform your own inspections. If you find there is excessive damage, lack of maintenance, or suspended utility services, you are strongly advised to submit pictures, video or any other documentation to this office.

With proper notice, families are obligated to allow the landlord to enter the unit in order to make repairs or inspect as required.

**If the tenant fails to allow the landlord entry into the unit, the landlord may provide the tenant with a written 24-hour notice to enter the unit.**

Accessing the unit may take place whether or not the tenant is present.

An exception to the 24-hour notice would be an emergency requiring immediate access to the unit. Examples of such emergencies are: fire, flooding, gas smell, etc.



# Family Obligations....

The family must promptly give the HA a copy of any eviction notices.

Although the LMHA does not assist in any landlord obligations, if you are evicting your tenant, you are strongly advised to provide copies of ALL documentation and to communicate with the Occupancy Specialist.

Families DO NOT automatically get a voucher. There are times when they must attend an informal hearing and tell us why they should be given the opportunity to remain on the program.

We look at the client's history. Unfortunately, we are not always informed of excessive damages until the family has already leased up with another landlord.



# Family Obligations....

## Use and Occupancy of the unit:

- The family must use the assisted unit as a residence by the family only, and as the only residence for the family. The family must not sublease, let, assign or transfer the unit.
- The family must obtain prior written approval from the Landlord to add any other adult to the household – including spouses! The family must notify the HA of any birth, adoption or court awarded custody within 10 business days. The HA will perform a background check for criminal and drug related activity then approve or deny this request. Note that should the HA approve of an addition to the household and the landlord disapprove, the landlord's decision will take precedence.

It is the right of the owner to screen families. This includes anyone being added. If you do not approve of the family member being added, the HA will NOT add the member.



# Family Obligations....

The family must notify the HA within 10 business days if anyone moves in or out of the unit.

With prior approval of the HA, a foster child or live-in aide may reside in the unit.

Household members may engage in legal profit-making activities if they do not interfere with the primary use of the unit as a residence.



# Family Obligations....

Absence from the unit: The family must supply any information requested by the HA to verify that the family is living in the unit or information related to family absences, and promptly notify the HA in writing when the family is away from the unit for more than 14 business days.

The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information.

The family **must not** commit fraud, bribery, or any other corrupt or criminal act in connection with the program. This includes paying the landlord additional monies “on the side” as a way to bridge the gap between the contract rent that the owner originally requested and the amount that was approved. Should the tenant and landlord violate this obligation, both the family and the landlord may be terminated.



# Family Obligations....

The family **must not** engage in drug-related criminal activity or violent criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other persons residing in the immediate vicinity of the premises. The family will be terminated from the program for permitting or engaging in drug-related criminal activity.

The family may not receive HCVP assistance while receiving another type of housing assistance either for the same unit or for a different unit.

The family must notify the HA in writing at least 30 days before moving out of the unit. However, your lease may state something other than a 30-day notice requirement.

**If the notice to vacate expires, your tenant must follow up with a new, updated notice to move.**



# Family Obligations....



The family **must not** commit any serious or repeated violation of the Housing Choice Voucher Program.

These family obligations are reviewed with the family in an orientation similar to the one you are “attending.” They are also listed on the client’s Voucher and included with the Tenancy Addendum attached to the lease. If the client fails to meet any of these obligations, they may be terminated from the HCV Program! If this should occur, you will receive a letter from LMHA stating the date of termination.



# Family Obligations...

In addition to the date of the termination, the Stop Pay letter will state that the HA will not be responsible for the rent of the tenant for “Failure of Family Obligations”.

Due to Privacy Act restrictions, the LMHA cannot disclose to the landlord the **specific** Family Obligations being violated. You must contact the family to obtain that information. Note that in most circumstances, along with the tenant’s co-operation, the issue can be resolved and the LMHA will be able to void that termination.





# Landlord Obligations...

**You must notify the HCV Program for any of the following:**

- Your Residential Address Changes
  - Requires a new W9 Form.
- Property Sold/Bought
  - We must enter into HAP contract with the OWNER of the property. Some of you are managing properties for homeowners. It is the responsibility of the owner/landlord to provide the HA with a copy of the finalized Settlement Statement, Quit Claim Deed or Land Contract agreement, as well as a **list of the full names and addresses of ALL clients who will be affected by this change.** This list must include any client's whose unit is currently under abatement, clients in the process of moving into a unit for which a HAP has not yet been paid, client's who are responsible for paying the full amount of rent, etc. You will be notified if any additional items are required.
  - At the tenant's anniversary date (annual renewal), the landlord and tenant will enter into a new lease and HAP Contract for a twelve month term.





# Landlord Obligations....

The landlord is responsible for ALL management and rental functions for the assisted unit, including selecting a voucher holder to lease and deciding if the family is suitable for tenancy of the unit.



It is the right of the landlord to screen families. A landlord may consider such factors as:

- Payment of previous rent and utility bills
- Care of the unit
- History of eviction notices
- Credit Reports
- Criminal Activity



# Landlord Obligations...

With a signed release from the tenant, the Housing Authority may give the prospective landlord:

- Client's current address as shown in their records.
- Name and address of current landlord if known.
- Tenancy history known to HA such as tenant-caused damages, drug-related, criminal, or violent activities, previous evictions and owner complaints.



# Landlord Obligations...

It is EXTREMELY important that the landlord conduct background checks.

LMHA will check for *eligibility*, but the landlord should check for *suitability*!





# Landlord Obligations...

- Due to the Privacy Act restrictions, the LMHA cannot give previous landlords any information regarding a previous tenant's current address or subsidy information. The LMHA is also prohibited from giving previous landlords a client's current landlord information.
- The LMHA encourages its clients to give their previous landlord a forwarding address.



# Landlord Obligations...

Maintaining the unit in accordance with Housing Quality Standards (HQS). The HA will inspect the unit at:

- Initial Occupancy .....very first lease-up.
- Annual Recertification.....once per year (**unless qualified for biennial inspections**)
- Special Inspections....if circumstances require.
- Housing Quality Control (HQC's)....if selected in a random drawing.



Note that landlords AND tenants both may request a special inspection.

The HA will notify you and the tenant of what (if anything) has failed the inspection and who is responsible for correcting the problem. Normal wear and tear items are always the responsibility of the owner, while items in need of repair due to damage and neglect almost always fall on the tenant.



# Landlord Obligations...



The Housing Authority's policy is to stop an Initial inspection after too many failed items are discovered, or if the water, gas or electric services are turned off. It is the Housing Authority's policy to stop an Annual Inspection if the water, gas, or electric service is off. Should the utilities be turned off in one of your HCVP subsidized units, the tenant and landlord will receive a letter reminding them of their Family and Owner Obligations. This violation will result in a 24-hour notice being issued to the individual who is responsible for maintaining that utility. Repeated violations may result in termination and debarment from the program for one full year.



# Landlord Obligations...

- Preparing and furnishing information required under the HAP Contract .
- Collecting the Security Deposit **from the family**.
- Collecting the family's portion of rent. Remember: You **MUST NOT** charge more than established by program.
- Collecting charges for any damages to the unit caused by the family or its guest.
- Enforcing tenant obligations under the lease. Remember – YOU are the landlord and THEY are YOUR tenants.



# Landlord Obligations...



The landlord is also responsible for paying for utilities as stated in lease. Remember: In multi-family structures where there is only one meter, the Landlord **MUST** pay for that utility.



# Landlord Obligations...

The HA requires landlords to furnish their own lease.

**You will be asked to submit a copy of the lease. The HCVP does not provide this document for you. Submitting a copy of your lease is required regardless of whether you are requesting an inspection for an Initial lease up, or you are requiring your tenant to enter into a new lease at his/her Annual Renewal.**





# Lease Requirements...

- The Lease must include:
  - The name of the landlord and tenant, including all adults.
  - Complete physical address of the unit – including the city!
  - Contract Rent that matches the approved Contract Rent amount.
  - Effective Date that matches the Effective Date of the Contract (with the exception of 13-month leases that allow for the client to receive one month's free rent).
  - Lease End Date that matches the End Date of the Contract.
  - Utility and appliance responsibility. **Remember: If the tenant will be responsible for paying a utility, but the utility is staying in the landlord's name, the lease MUST state that the tenant is responsible for paying that utility.**
  - Provisions of renewal, such as a required 30 or 60 day notice to vacate.



# Lease requirements...

- If applicable, the following items must also be included in the contract rent:
  - Month-to-month charges after the first year.
  - Excessive utility charges. If the landlord agrees to pay a utility, they MAY NOT charge the tenant any portion of that utility, unless it is a direct result of tenant damages.



# Optional Items Listed In The Lease...

As the landlord, you may **choose** to include additional items in the lease. These “extras” cannot be included in the amount of the Contract Rent amount. Examples of these items would include:

- Fees for satellite, cable, or internet usage.
  - Rental fees for the usage of air conditioning units, washing machines, or dryers.
  - Pet deposit fees.
  - Late rental payment fees.
- 
- These charges are not considered ‘side deals’; however, the amount you charge for these items must be reasonable and within the industry standards.



# FAIR HOUSING

## It's A Tenant's Right



Everyone has the right to live where they want, regardless of Race or Color; Sex; National origin; Religious beliefs; Familial status (including families with children or pregnant women); and Handicap or Disability. **Unfortunately, there are still some landlords who will base their decision to rent a unit on one or more of these reasons. This is discrimination.**

The Fair Housing Act prohibits discrimination. The booklet “Fair Housing” is available upon request from the HCVP office. If a client feels they have been discriminated against, he/she may file a complaint with the US Dept. of HUD, Office of Fair Housing. **To file a complaint, contact the Fair Housing Enforcement Center at the Midwest Office by writing to [complaints\\_office\\_05@hud.gov](mailto:complaints_office_05@hud.gov).** This information can also be found on page #8 of the “Fair Housing” booklet.



# Family Voucher...

The voucher is issued for 60 days after the family has given notice to the landlord and the HA and they have completed their moving interview.

The voucher's bedroom size is based on current household composition.

LMHA shall not require children to share a bedroom with a parent, but the family may choose to do so. Examples of how we determine a client's voucher size are as follows:

- 1 adult and 2 female children ages 3 and 7 = 2 br voucher.
- 2 adults in spousal relationship, 1 male child age 10 and 1 female age 16 = 3 br voucher.
- 2 adults in spousal relationship, 1 male child age 3 and 1 male child age 15 = 3 br voucher (upon request of the family).



# Family Voucher...

While a tenant *may* rent a unit whose bedroom size differs from that of the tenant's voucher, owner's are *encouraged* to look at the prospective tenant's voucher size to determine if the bedroom size of the unit and the voucher are the same – this makes a difference in maximizing your rent!

If an owner is renting a 3 bedroom house, they should look for a family with a 3 bedroom voucher. If not, your unit may not be deemed affordable for the client and you would either need to lower the rent to meet affordability or void the process with this client!





## HQS guidelines for Unit size Selected

Housing Quality Standards (HQS): The HQ Standards allow for two people per living/sleeping room and permit a maximum occupancy level (assuming a living room is used as a living/sleeping area) as shown in the table above. \*The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

Unit Size	Maximum # In Household	*see Explanation above
0 BR	1	1
1 BR	2	4
2 BR	4	6
3 BR	6	8
4 BR	8	10
5 BR	10	12
6 BR	12	14



# Request For Tenancy Approval (RFTA)...

These documents must be filled out completely by the landlord and signed by both landlord and family **BÉFORE** you turn it in.

- RFTA Request For Tenancy Approval cover sheet
- Mandatory Online Landlord Briefing procedure
- Instruction for Request For Tenancy Approval
- Attention Landlords/Owners and Tenants page
- Lease cover sheet – Owner MUST complete & return
- Relationship Form
- Occupancy Certification By Owner
- Lead-Based Disclosure Form
- Owner Identification Form
- Stove & Refrigerator Certification
- Owner Identification Form (Landlord info on reverse side)
- Direct Deposit notice
- Direct Deposit form (This form must be accompanied by a voided check or a letter from your banking institution showing your correct banking account and routing number. Do not submit a deposit ticket in place of one of these items. If you bank at a facility that has changed ownership, you must submit documentation from the new banking institution. This applies even if the new banking facility has agreed to honor your previous banking account's information and/or honor your previous banking's checks. For example: Lorain National Bank has been purchased by Northwest. If you bank through Northwest bank, we cannot accept any Direct Deposit forms that contain your previous Lorain National Bank information).
- RFTA HUD form 52517





# OWNER IDENTIFICATION FORM – FOR TAX FORM 1099

An **OWNER** is typically defined as the person or entity who **LEGALLY** owns the rental property and who will be receiving the **TAX FORM 1099** at the end of the calendar year. If the actual legal owner designates a Rental Agency (Landlord) to act as both Owner & Landlord, then the LMHA will list the Landlord as both Owner & Landlord and the Landlord will receive the Tax Form 1099. In this instance, the Landlord will be responsible to "1099" the actual Owner. Information on this form must be supplied in full or the form will be returned for completion, which may delay the Housing Assistance Payment (HAP) process. The Landlord typically receives all HAP disbursements; however, if the Owner should choose to receive this instead, it is up to the **OWNER** to communicate with the Landlord regarding payments being received and/or their amounts. The LMHA does not give the Owner or Landlord a monthly printout showing the HAP disbursement history.

**NAME:** \_\_\_\_\_  
(This must be the name of the person, company, etc. who will be responsible for reporting the rental income to the IRS. A 1099 will be issued to this entity at the end of each year. If the legal owner designates an agency/individual to act as owner on their behalf, that entity will receive the 1099 and they will be required to 1099 the actual owner).

**ADDRESS:** \_\_\_\_\_  
(This must match EXACTLY to how this entity files their taxes).

**Date Of Birth:** (if an individual): \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_

If you stated an agency name above and you stated that your agency is an "LLC," please circle which of the following options below best describes your agency:

Limited Liability COMPANY or Limited Liability CORPORATION

If you file your taxes using a PO Box, please provide a **RESIDENTIAL** address: \_\_\_\_\_

**SOCIAL SECURITY # or FEDERAL TAX ID # assigned to this OWNER:** \_\_\_\_\_  
(You must list the actual assigned number. Stating "information is already on file" is unacceptable).

If this owner is an individual person, the following information is requested and will be used for statistical purposes only. Check all that apply:

**MALE:** \_\_\_\_\_ **FEMALE:** \_\_\_\_\_  
**RACE:** \_\_\_\_\_ Black \_\_\_\_\_ Asian \_\_\_\_\_ White \_\_\_\_\_ American Indian \_\_\_\_\_ Other  
**ETHNICITY:** \_\_\_\_\_ Hispanic \_\_\_\_\_ Non-Hispanic

**NAME(s) of ANY of ALL other persons listed on the DEED or MORTGAGE of the rental unit:** \_\_\_\_\_

**ALL ELECTED OFFICIALS MUST DISCLOSE THEIR ELECTED POSITION IN ORDER FOR THE LMHA TO DETERMINE ANY POSSIBLE CONFLICT OF INTEREST.** Is the OWNER of the rental property an **ELECTED** official? \_\_\_\_\_ If YES, please disclose the **ELECTED** position you hold: \_\_\_\_\_

**OWNER'S SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**IMPORTANT:** IF THE LANDLORD AND THE OWNER ARE NOT THE SAME, OR IF THE ACTUAL LEGAL OWNER HAS DESIGNATED AN INDIVIDUAL OR AGENCY TO ACT ON THEIR BEHALF, A PROPERTY MANAGEMENT AGREEMENT MUST BE RETURNED ALONG WITH THIS FORM -- !!!

(1) \_\_\_\_\_ (Complete other side for Landlord)

# LANDLORD IDENTIFICATION FORM – FOR ALL MAILED CORRESPONDENCES, LETTERS, INSPECTION NOTICES AND TYPICALLY HAP DISBURSEMENTS

A **LANDLORD** is defined as the person or entity who may or may not legally own the rental property. The **LANDLORD** could be a Rental Agency that an Owner has hired to manage his/her property, or the Landlord may be the Owner himself, should he decide to manage his own units. The **LANDLORD** will receive all mailed correspondences, letters, inspection notices and typically the HAP disbursements. Simply stated, the **LANDLORD** receives everything, except the Tax Form 1099 (unless the Owner has authorized full control to the Landlord as stated on the reverse side of this form). In rare instances, an Owner will choose to receive the monthly HAP himself. If the Owner should choose to receive the HAP disbursements, it is up to the **LANDLORD** to communicate with the Owner regarding payments being received and/or their amounts. The LMHA does not give the Landlord or Owner a monthly printout showing the HAP disbursement history. Information on this form must be supplied in full or the form will be returned for completion, which may delay the Housing Assistance Payment (HAP) process.

**IMPORTANT:** IF THE LANDLORD INFORMATION AND THE OWNER INFORMATION IS EXACTLY THE SAME, YOU MAY CHECK HERE ☐ THEN SIGN AND DATE AT THE BOTTOM OF THE PAGE. YOU DO NOT NEED TO FILL OUT ANY OTHER INFORMATION.

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
(This must be where you would like all mailed correspondences to be sent).

**Date Of Birth:** (if an individual): \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_

If you indicated a PO Box above, please provide a **RESIDENTIAL** address: \_\_\_\_\_

**SOCIAL SECURITY # or FEDERAL TAX ID # assigned to this LANDLORD:** \_\_\_\_\_  
(You must list the actual assigned number. Stating "information already on file" is unacceptable).

If this landlord is an individual person, the following information is requested and will be used for statistical purposes only. Check all that apply:

**MALE:** \_\_\_\_\_ **FEMALE:** \_\_\_\_\_  
**RACE:** \_\_\_\_\_ Black \_\_\_\_\_ Asian \_\_\_\_\_ White \_\_\_\_\_ American Indian \_\_\_\_\_ Other  
**ETHNICITY:** \_\_\_\_\_ Hispanic \_\_\_\_\_ Non-Hispanic

**ALL ELECTED OFFICIALS MUST DISCLOSE THEIR ELECTED POSITION IN ORDER FOR THE LMHA TO DETERMINE ANY POSSIBLE CONFLICT OF INTEREST.** Is the LANDLORD of the rental property an **ELECTED** official? \_\_\_\_\_ If YES, please disclose the **ELECTED** position you hold: \_\_\_\_\_

**LANDLORD'S SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**IMPORTANT:** IF THE LANDLORD AND THE OWNER ARE NOT THE SAME, OR IF THE ACTUAL LEGAL OWNER HAS DESIGNATED AN INDIVIDUAL OR AGENCY TO ACT ON THEIR BEHALF, A PROPERTY MANAGEMENT AGREEMENT MUST BE RETURNED ALONG WITH THIS FORM -- !!!

(2) \_\_\_\_\_ (Complete other side for Owner)



# 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. 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)			2. Address of Unit (street address, apartment number, city, State & zip code)		
3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection
9. Type of House/Apartment					
<input type="checkbox"/> Single Family Detached <input type="checkbox"/> Semi-Detached / Row House <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Garden / Walkup <input type="checkbox"/> Elevator / High-Rise					
10. If this unit is subsidized, indicate type of subsidy:					
<input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(B)MIR <input type="checkbox"/> Section 236 (Insured or noninsured) <input type="checkbox"/> Section 515 Rural Development					
<input type="checkbox"/> Home <input type="checkbox"/> Tax Credit					
<input type="checkbox"/> Other (Describe Other Subsidy, including Any State or Local Subsidy) _____					

## 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 type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			
Other (specify)			



Owner's Certification

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. **Please complete the following section for most recently leased comparable unassisted units within the premises or elsewhere.**

Address & Unit Number	Date Rented	Rental Amount

### Multi-Family Units:

If you have NON-SUBSIDIZED units in your apartment complex, you may include comparables on the back of the RFTA in the table. Complete this area AND THEN enter this information in the [www.gosection8.com](http://www.gosection8.com) website, so that we may use that information as comparables for this unit. Note that this is only for apartment complexes. This is NOT for single family units.

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



# Request For Tenancy Approval (RFTA)...

The RFTA form tells us everything we need to know about the unit you plan to rent. This information will be transferred to the Contract you and a staff member at the LMHA will sign. **Make sure every area is filled in! We cannot do an inspection if this form is incomplete.**

- Tenancy Addendum explains:
  - Family obligations
  - Tenant's rights under the HCV Program
  - Owner's rights under the HCV Program

When you sign a HAP contract, you agree to attach this to the lease.



# Request For Tenancy Approval (RFTA)...

## Understanding “Affordability” –

HUD Regulations state that a unit is not affordable if the participant is paying more than 40% of their Monthly Adjusted Income for rent and utilities.

When an RFTA is submitted, the caseworker does an “Affordability Test” before the inspection can be scheduled.

If the unit is NOT affordable, the RFTA will be voided and tenant and landlord are mailed a letter stating this result.

When a unit meets Affordability, **this simply means the family can *afford* to live in the unit based upon their income.** The actual approved Contract Rent must still be justifiable based upon a comparison of the prospective unit to unsubsidized units within the same geographical area, and having similar amenities. This process is referred to as the “Rent Reasonable Process”. Rent Reasonableness is determined after The inspection. The LMHA uses the information maintained in the independent entity [www.gosection8.com](http://www.gosection8.com) in order to approve a Contract Rent.



# Example Of An Affordable Unit...

Owner #1 has a **4** bedroom, single-family unit in Lorain. He's asking the family to pay all utilities.

Requested Contract Rent:	\$ 735
Gas Heat:	85
Gas Hot Water:	34
Gas Stove:	13
Electric Lights:	55
Water and Sewer:	83
Trash	16
Stove and Ref:	<u>10</u>
 GROSS RENT:	 \$1,031



This family has a **4** bedroom voucher. For purposes of this example, we're going to assume the Payment Standard for a **4** bedroom unit is \$1,039. Theoretically, this owner will not have to lower the rent to meet affordability because the gross rent is already lower than the payment standard; however, it is **IMPORTANT TO NOTE** that the final approved rent to owner is always limited to Rent Reasonableness. We will compare this unit to other unassisted units in the same geographical area to determine if \$735 is reasonable. If it is not, the LMHA cannot justify the requested rent amount even if all other criteria checks out.



# Example Of An Unaffordable Unit...

Owner #2 has an identical **4** bedroom, single-family unit also located in Lorain. He's also asking the family to pay all utilities.

Requested Contract Rent:	\$ 735
Gas Heat:	85
Gas Hot Water:	34
Gas Stove:	13
Electric Lights:	55
Water and Sewer:	83
Trash	16
Stove and Ref:	<u>10</u>
 GROSS RENT:	 \$1,031



This family has a **3** bedroom voucher and the income in their household is limited. For purposes of this example, we're going to assume the Payment Standard for a **3** bedroom voucher is \$979. In the above example, the utility allowance equals \$296. Since we must use the lesser of the gross rent and the payment standard, this landlord will have to lower the rent to \$683 for this family to qualify for affordability because \$979 minus \$296 equals \$683.





## Ownership Of The Rental Unit...

LMHA will be entering into a HAP contract with the owner of the property. If the property is not listed under your name or the name of your business that you would like to have listed on the contract, you will be required to provide proof of ownership when submitting the RFTA.

We check the Lorain County Auditor's website to confirm ownership of each rental unit.

- If the name of the owner as it is listed on the Lorain County Auditor's website does not match the name as it is listed on the Owner ID form in the RFTA packet, you will be required to provide us with a copy of the Property Management Agreement (PMA) that you have signed with the actual owner of the property authorizing you to conduct business and/or collect payments on the owner's behalf.
- If you are the owner of a company that the Lorain County Auditor's website shows as having ownership of the rental unit but you would like to have the unit listed under your individual name through the HCV Program, you will be required to provide proof that you are, in fact, the owner of that company.



# Inspection Process...

The Housing Choice Voucher Program allows a family to choose a house or apartment that fits their needs. They may rent anything from a hi-rise apartment to a manufactured home ....as long as the unit meets Housing Quality Standards (HQS) and is affordable.

- Most houses or apartments have at least a living room, kitchen, bedroom(s) (except efficiency apts) and bathroom. There must be a separate bathroom for privacy. All ground floor windows and doors must have locks.
- It is **VERY** important that **BEFORE** you contact our office to schedule an inspection, conduct a thorough walk-through of the unit to make sure nothing is in disrepair and that the utilities are on. The LMHA cannot conduct an inspection if the utilities have been shut off!!!



# Inspection Process...



- Pressure relief valve on hot water tank should be between 6-12 inches from the ground.
- All hanging light fixtures designed to have a globe, must have a globe.
- Ceiling and Walls - No bulging, large cracks or holes, leaning walls, or loose or falling surface material.
- All walls in a tub or shower area must be covered with ceramic tile or other material that is resistant to water to prevent water damage.



# Inspection Process...

- All windows must be in good condition, solid and intact and fit properly. Must be weather-stripped as needed to ensure a watertight seal. All openable windows should have screens.
- All exterior doors must be weather tight, have all trim intact and operable door knobs.
- Floors must be in a finished state (no plywood) – No large cracks or holes, no loose tile or carpet. No tripping hazards
- Fixtures in the unit (doors, windows, appliances, etc...) must work as they are designed to work.



# Inspection Process...

- No chipping, cracking, peeling, chalking paint on any surface – exterior AND interior.



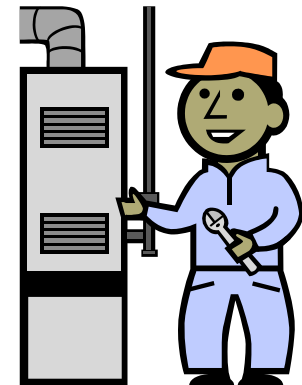
- Bathrooms – all worn or cracked toilet seats and tank lids must be replaced and fit properly. All sinks must have proper ‘p’ traps, functioning stoppers and faucets. Window or exhaust fan needed.
- Working smoke detectors on every level. Owners are responsible for providing, replacing and maintaining smoke detectors. Tenants are responsible for replacing batteries or replacing damaged detectors.





# Inspection Process...

- No missing outlet cover plates or loose frayed wiring.
- Hot and cold running water in bathroom and kitchen.
- Adequate heat source (defined as 65-68 degrees).
- Handrails w/four or more risers.
- Bedrooms must have a floor area of not less than 70 square feet + 50 square feet for each additional person.



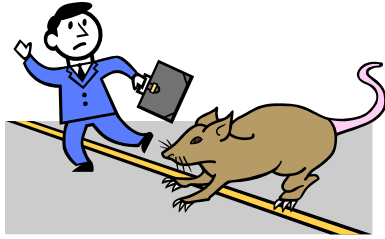


# Inspection Process...

- If the unit has only ONE meter, that utility must be maintained by the landlord and the family may not pay for that utility!







## ....Inspection Process

- No infestation of mice, vermin, roaches, or bedbugs.
- No piles of garbage, debris, or non-working vehicles.
- Working toilet, tub/shower and sink.
- Gutters and downspouts are not required; however, if they are present they must be in good condition.





# Infestation:

## **IMPORTANT -- POLICY CONCERNING INFESTATION AND DETERMINATION OF RESPONSIBILITY:**

- Effective July 1, 2017, the landlord is responsible for extermination of vermin and other infestation. If the landlord determines the infestation is caused by housekeeping habits that had previously been addressed with the tenant, the family may be in violation of their lease agreement and family obligations. This is cause for eviction and termination of their assistance. The landlord will need to show documentation that the pest controller and/or landlord addressed housekeeping habits with the family.



# Infestation:

- The decision to modify the policy was based on comments and concerns from the Public Hearing for the LMHA Annual Plan and was based on the recommendations of the Legal Aid Society. The policy reads:

## **I. DETERMINATION OF RESPONSIBILITY**

- The owner shall exterminate vermin and other infestations as may be necessary to keep the premises in a fit and habitable conditions provided; however, that where an infestation is repeated and caused by housekeeping habits that were previously made known to the family by the owner or pest controller, it may be considered a lease violation and cause for eviction. The PHA may also terminate the family's assistance on that basis.



# Lead Base Paint Requirements...

- Lead interferes with the development of the nervous system and internal organs.
- Inspectors need to identify deteriorated paint in units that they inspect.
- Deteriorated paint is defined under HUD Regulation 24 CFR 35:

**IF** the unit was built before 1978 **AND** you are renting to a family with children under the age of 6 **AND** the unit has **ANY** deteriorated paint, you will be asked to scrape and paint the unit. It is strongly suggested that you do this **BEFORE** the inspection due to the costliness of Lead Clearance Testing. If the LMHA inspects the unit and it is determined that the amount of deteriorated paint is above de minimus, HUD Regulations state that an owner must have the unit inspected by a Certified Clearance Tester (at the owner's expense) and that the results must be submitted to the LMHA Inspection Department.



# Lead Base Paint Requirements...

The Lead Clearance Testing must approve any interior or exterior paint or coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the material on which it should be adhered to.

Explanation of below de minimus –VS- above de minimus. **Above de minimus requires Lead Clearance Testing!**

- (SMALL AREA) More than 10% = Above de minimus.
- (LARGE AREA) More than 2 sq ft of interior room = Above de minimus.
- More than 20 sq ft for exterior services (4' and 6" on each side) = Above de minimus



# Lead-Based Paint Requirements...

If your unit requires a Lead-Based Paint certification, you may find Certified Lead-Based Paint Clearance Inspectors by going to [www.odh.ohio.gov](http://www.odh.ohio.gov) and following the guidelines listed on the following screen.



## **IMPORTANT:**

**Once you have located a lead inspector / risk assessor that you choose to use, you must provide this office with a copy of their license and copy of the results of the clearance tests.**



## **GUIDE TO LOCATING A LICENSED LEAD BASE PAINT INSPECTOR / RISK ASSESSOR**

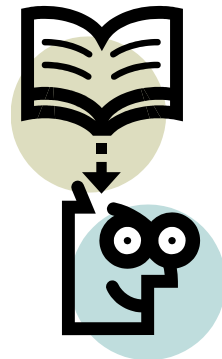
1. Visit website [www.odh.ohio.gov](http://www.odh.ohio.gov).
2. In the A-Z index guide, click on the letter “L”.
3. From the list of categories, select the word “Lead.”
4. On the left-hand side of the screen, click on “Lead Poisoning – Abatement.”
5. On the left-hand side of the screen, click on “Search Lead Database And Lists.”
6. Click on “Lead Poisoning Prevention Program Reports / Lists”.
7. Click on the “Lead” radio button.
8. To select your search criteria:
  - (a) Highlight “Abatement Contractor” and click on the “>” sign if you’re searching for a contractor to correct and existing lead-base paint problem.
  - (b) Highlight “Risk Assessor” and click on the “>” sign if you’re searching for an assessor to determine if lead is present.
9. Select your city or cities in the “Available Cities” list and click on the “>” sign to add them to the search criteria.
10. Select “Approved” from the “Status” listing and click on the “>” sign to add that to the search criteria..
11. Click on “Submit.” Note that it may take a few seconds to load your search results.



# Housing Quality Standards...

For a detailed list of Housing Quality Standards (HQS) requirements, request a copy of the booklet “A Good Place to Live”.

You may also refer to our website at [www.LMHA.org](http://www.LMHA.org) for inspection information.





# Rent Reasonableness Process...

The PHA will not approve a lease until the rent to owner is determined reasonable. To do so, the LMHA uses the independent entity:

[www.gosection8.com](http://www.gosection8.com) as well as Owner

Certifications and Rent Rolls for multi-family units.



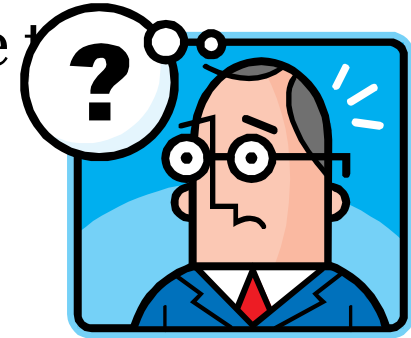
Note that if you are the manager of an apartment complex and you would like for us to use your **unsubsidized** units as comparables, you must enter the information for a minimum of 3 units into the [www.gosection8.com](http://www.gosection8.com) website. That way, we can 'pull' them as comparables. When determining Rent Reasonableness, we will consider such factors as the number of bedrooms in the unit, square footage, geographical location, year built, structure type, who pays utilities, and the overall condition of the unit.



# Rent Reasonableness Process...

After the inspection and rent approval, you will receive a letter with the words

**“Agency Determination Form”** at the t



This letter will include:

- Rent approval amount
- Pass or Fail Ranking
- Description of what comes next.



# When an existing unit does not pass its Annual Renewal inspection:

- If an existing unit that is already on our program (not an Initial lease up, in other words) does not pass an Annual Renewal inspection, the HA will *automatically reschedule* the next inspection. You do not need to contact the HA in order to arrange for the next appointment.
- If an existing unit does not pass inspection and the rent is due for an abatement, the abatement process will begin immediately after the unit failed to pass inspection by its inspection pass due date. For example: A unit fails its Annual Renewal inspection July 12th. The owner is sent a letter explaining that his unit must pass inspection by August 12<sup>th</sup> or else the rent will be abated. Assuming the unit fails to pass inspection by the August 12<sup>th</sup> due date, this unit will be abated effective August 13<sup>th</sup>. We will not delay the abatement until the first of the following month. **Effective July 1, 2019, the maximum length of time that a unit's HAP may be abated is 60-days. However, if the owner completes the repairs and notifies the PHA before the termination date of the HAP contract, the PHA may rescind the termination notice if (1) the family still resides in the unit and wishes to remain in the unit and (2) the unit passes inspection. It is important to note that owners may not charge the family for rent that is not paid by LMHA due to an abatement. The family is only required to pay their portion of rent.**



# Extensions on Failed Inspections...

- The HA may grant an extension on failed items if:
  - The owner has submitted a written request for an extension.
  - The owner has a good history of HQS compliance.
  - The failed items are minor in nature.
  - There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.
  - The owner makes a good faith effort to make the repairs.
  - The repairs are expensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds.
  - The repairs must be delayed due to climate conditions.
  - The owner provides receipts from business or contractor showing the work is to be completed with an anticipated date of completion.



# Extensions on Failed Inspections....

- The extension may be granted for a period of time considered reasonable for completion, usually 2 weeks but no more than 30 days beyond the original due date. At the end of that time, at the HA's discretion, if the work is not completed or substantially completed, the HA will begin the abatement.
- The HA may grant an extension for exterior scraping and painting during winter months or to work with contractors schedules providing there is no hazard existing for family.

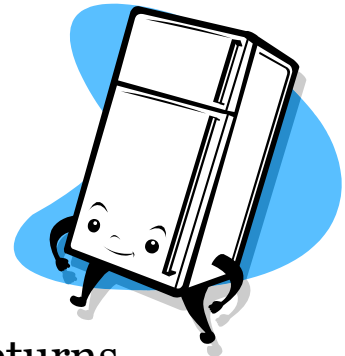
**Extensions must be requested in writing!**



# Tenant Supplied Appliances Not In-Place....

If the tenant is responsible for supplying the stove and/or refrigerator, the PHA will not consider the unit as having met the Housing Quality Standards until the family has completed AND submitted the Tenant Supplied Stove & Refrigerator Certification that is included in the Request For Tenancy Approval (RFTA) packet.

The family must verify that the stove and/or refrigerator will be installed and is in working condition. Note that if the unit passes inspection and all other criteria has been met, the unit will still be considered to be in a “fail” status until we have received this completed form.



**WARNING:** It is considered FRAUD if the family completes and returns the Tenant Supplied Stove/Refrigerator Certification and then fails to comply with its terms.



No HAP will be paid  
without a passed  
inspection.



# Determining The Client's Rent...

Voucher Bedroom Size	Payment Standard
0	529
1	634
2	785
3	1032
4	1091
5	1254
6	1418
7	1581
8	1745

**Gross Rent** =

Rent to Owner + Utility Allowance

The Utility Allowance is an average usage per unit type per bedroom size.

This amount is not designed to reflect the actual utility bill!





# Execution of Contract and Lease...

- The landlord and the family will receive **the finalized paperwork** from the Occupancy Specialist.
- The family or owner must provide a copy of the signed lease, which indicates they have met to **review and sign** prior to their final appointment.
- The landlord will be sent 2 copies of the Contract to sign and return.
- Leases and Contracts **MUST BE** signed within 60 days of the lease effective date!



# Continuing Assistance...

During each calendar year, if the client's household family composition changes, the client's household income decreases or the client's household **earned** income increases and they failed to report the increase timely, then the LMHA must conduct an **Interim** rent review.

If the tenant's portion of the rent changes, you will be notified in writing of any adjustments. Remember: This is an income based program for the client. That means that if the client's portion of the rent increases, then the LMHA's portion of the rent decreases. If the client's portion of the rent decreases, then the LMHA's portion of the rent increases.



# Continuing Assistance...

- LMHA will conduct an Annual Recertification, to review the family's status. This is done regardless of whether the client's status has changed. If you would like to request such changes as an increase in the overall contract rent or changes in the utility or appliance responsibilities, **you must submit that request in writing to the caseworker in charge of managing your client's file. You will find a list of caseworkers along with their current caseload at the following link: <http://www.lmha.org/about-lmha/contact-us/>.**
- Note that approved increases in a Contract Rent will take effect **no less than the first day of the month following 60-days after the increase was submitted.** For example: An owner submits a request for a Contract Rent increase on April 15<sup>th</sup>. He would like the increase to be effective June 1<sup>st</sup>. The increase is approved on April 22<sup>nd</sup>, but it will not go into effect on June 1<sup>st</sup> as the owner had requested. Instead, it will go into effect July 1<sup>st</sup>. Why? Since approved increases in a Contract Rent take effect no less than the first day of the month following 60-days after the increase was submitted, the HCVP will count forward in the following manner: April 15<sup>th</sup> (date request was submitted) to May 15<sup>th</sup> = 30 days. May 15<sup>th</sup> to June 15<sup>th</sup> = 60 days. The first day of the month after 60 days has elapsed will be July 1<sup>st</sup>.

For your convenience, you may access our Landlord Resource Library at <http://www.lmha.org/for-landlords/landlord-resource-library/> and print out a copy of the **Owner's Rent Change Request Form** or the **Change In Utility Responsibilities Form** in order to report such changes. Also in our Landlord Resource Library you will find a variety of forms which you may use to indicate other changes such as a change in your personal residential address, changes in your banking information or that you have sold your tenant's unit. You may also indicate your intent to not renew the lease with this tenant; however, it is important to note that the LMHA cannot evict a client from your unit should that become a necessity. Note, too, that if you plan to maintain the current client and you would like to enter into a brand new one year lease at the annual recertification as opposed to a continuation of the current lease under a month-to-month understanding, you must provide our office with a copy of the new lease at least sixty (60) days prior to the client's actual renewal date.



# When A Family Wants To Move...

If a family wants to move **AFTER** the first year of their lease **AND** 30+ days from the date they are giving notice, the family must provide their landlord and the LMHA with a Notice Of Intent To Vacate. This is a written notice in accordance with the terms of the lease....30 days , 60 days, etc. The landlord does not have to sign this notice.

If the family wants to move **DURING** the first year of their lease **OR** less than the required 30 (or more, depending upon the terms of the lease) days from the date they are giving notice, the family must get their landlord's written permission to do so. The family must pick up an Agreement of Intent To Vacate Form from the LMHA office and take that to their landlord. Both the tenant and landlord will sign this form indicating they are in agreement that the client is going to move. Note that as the landlord you are not required to sign this form should your tenant provide you with a copy. It is solely at your discretion on whether or not you choose to release your tenant outside of the terms of your lease. By signing the Agreement Of Intent To Vacate you are agreeing to release the family to move to another unit. It is your prerogative to deny this request.

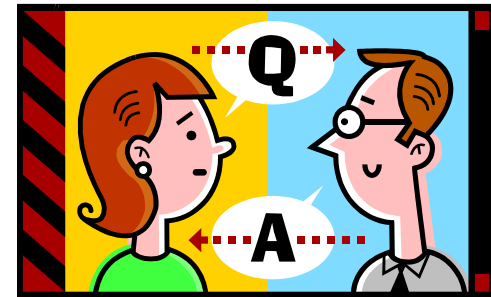


# Maintaining Good Communication With The Housing Authority...

Although the LMHA does not assist the landlord with enforcing the terms of the lease, any issues with your tenant should be brought to our attention in writing as soon as you are having issues.

- This would include items such as:

- Non payment of rent
- Damages
- Unauthorized residents
- Excessive or Unpaid Utility Bills



- LMHA will address violations in family obligations, but it is a landlord's responsibility to enforce the tenant obligations under the lease.



# Helpful hints & reminders to improve communication:

1. Keep your name, address, phone number and email address information current with our agency.
2. Leave a detailed message if you call and receive our voicemail.
3. Do not leave more than 1 message in a 24-hour period.
4. Owners who provide an email address, typically receive a quicker response.
5. If you are calling with questions about your tenant or about a payment you did not receive, please contact the caseworker for that tenant.
6. We assign caseloads based upon the tenant's last name. A list of caseworker contact information can be found on our website at <http://www.lmha.org/about-lmha/contact-us/>.
7. When completing an RFTA packet, remember to print clearly, provide a contact phone number and fill-in all pertinent information clearly. This includes listing a proposed rent amount, structure type, indicating who will be responsible to paying utilities as well as what type (gas? electric?), who will provide the stove and refrigerator, full address of the rental unit – including the city, state and zip!!!!
8. For Apartment Complexes only: If you would like us to use your unsubsidized market rent units as comparables in order to justify your asking rent, you must keep this information updated on the [www.gosection8.com](http://www.gosection8.com) website.
9. You must submit a new Landlord Briefing Certification every 5 years as well as any time you submit a new entity as an owner/landlord. This applies even if you already submitted a certificate for another entity. For example: John Smith submits a Landlord Briefing Certification for the account listed under his personal name. One year later, Mr. Smith purchases a unit that he would like to list under his company name: ABC Incorporated. Mr. Smith will be asked to submit a Landlord Briefing Certification for his company even though he already 'attended' the Landlord Briefing under his personal name and submitted prior documentation. He does not need to view the PowerPoint presentation a second time since the 5-yr term has not elapsed. Mr. Smith simply needs to submit a copy of the Landlord Briefing Certification form so that we will have a record for his company's file.
10. Direct Deposit forms will not be accepted if incomplete. You must include a Tax ID number or SSN on this form -- !!!!
11. If you already have a PERMANENT Direct Deposit form on file (the forms says "PERMANENT" at the top), you do not need to submit a Direct Deposit form each time you complete and RFTA packet. The PERMANENT form will serve all accounts.



# Owner's FAQ's:

**Q:** I didn't receive a payment, or the payment I received is not the amount I was expecting. Who do I contact?

**A:** The caseworker of the tenant.

**Q:** Where can I find a list of the caseworkers and their contact information?

**A:** At the following link: <http://www.lmha.org/about-lmha/contact-us/>.

**Q:** My rental unit IS NOT part of an apartment complex and the rent amount I asked for was not approved. Who do I contact?:

**A:** The inspector who preformed the inspection. You may contact:

1. Don Lysaght at 440-288-7469
2. Jerry Cheney at 440-288-7460
3. Bill Loeb at 440-288-7462

**Q:** My rental unit IS part of an apartment complex and the rent amount I asked for was not approved, but all my other similar rental units are receiving that amount. What do I do?

**A:** If you would like us to use your unsubsidized market rent units as comparables in order to justify your asking rent, you must keep this information updated on the [www.gosection8.com](http://www.gosection8.com) website. If you are updating this information AFTER you have received our notice that the rent was not approved, you must contact Carol Langham at 440-288-7454 or [clangha@lmha.org](mailto:clangha@lmha.org) to let her know that you have updated your information in the [www.gosection8.com](http://www.gosection8.com) website.



# Owner's FAQ's:

**Q:** I want to evict my tenant. What do you need from me?

**A:** The HCVP cannot hold the HAP on an eviction; however, the owner may choose to return the HAP as a way of refusing payment. To do so, submit a personal check to the caseworker of your tenant. The check must be made out to LMHA, not to the caseworker. You must list the tenant's name on the 'notes' area, for example, "Jane Doe's eviction." You must keep the caseworker informed of any court dates pertaining to the eviction, as well as when the actual eviction has taken place or if your tenant voluntarily moved.

**Q:** My rental unit is being foreclosed on. Is there anything I should do?

**A:** You must inform your tenant and the HCVP if your rental unit is in foreclosure. Please provide a copy of your foreclosure notice to Carol Langham. The HCVP will continue to pay rental assistance during the foreclosure process; however, once the foreclosure has been finalized, you must provide the HCVP with the name, address and phone number of the new owner. You may email this information to Carol Langham at [clangha@lmha.org](mailto:clangha@lmha.org) or by fax to 440-288-7367. LMHA may need to issue your tenant a voucher to move.

**Q:** What do I need to provide to LMHA if I declare bankruptcy?

**A:** Once the bankruptcy has been finalized if you no longer own the unit, you must inform the HCVP if your rental unit changes ownership. You must provide the HCVP with the name, address and phone number of the new owner. You may email this information to Carol Langham at [clangha@lmha.org](mailto:clangha@lmha.org) or by fax to 440-288-7367. You must also inform your tenant(s) if you are no longer going to own the home. LMHA may need to issue a voucher to the family.



# Termination Of An Owner...

Although it is extremely rare that the Housing Authority must deny or terminate an owner from participating in the program, the HA does have certain guidelines they must adhere to. The HA may restrict a landlord's participation if the owner has:

- Violated any owner obligations.
- Committed fraud, bribery, or any other corrupt act in connection with any federal housing program.
- Engaged in drug-related criminal activity or violent criminal activity.





# Termination Of An Owner...

- Is a registered sex offender
- Has a history or practice of noncompliance with HQS, i.e. continuous failed inspections.
- Has history or practice of failing to terminate tenancy of tenants of units assisted under the HCV Program that
  - Threaten the right to peaceful enjoyment of the premises;
  - Threaten the health/safety of other residents or LMHA personnel or owner employees or the right to peaceful enjoyment;
  - Engage in drug-related/violent criminal activity





**EXTRA, EXTRA..... READ ALL ABOUT IT.....**

**Get the word out on any available units directly to searching voucher holders! LMHA is allowing landlords and managers to submit flyers or brochures on available units, whether it's a single-family or a multi-family unit.  
You must provide LMHA with all of the copies.**

**LMHA encourages you to advertise your unit as "HCVP (or Section 8) accepted" rather than "HCVP (or Section 8) approved" as this seems to cause confusion with your prospective tenants.**

**We will not duplicate any flyers or brochures. These will be available to new voucher holders during orientation.**

**You may submit your flyers or brochures to:**

**ATTN: Debbie Carter**

**LMHA**

**1600 Kansas Ave**

**Lorain OH 44052**

**For more info, email [dcarter@lmha.org](mailto:dcarter@lmha.org)**



# Landlord Briefing and General Info....

## **Sign Up For Our Email Mailing List:**

- To sign up for our mailing lists to stay updated on HCVP news, visit [www.LMHA.org](http://www.LMHA.org) and click on “For Landlords” at the top of the page and then “Landlord Mailing List.”





# Did You Know / Landlord Briefing...?

As a landlord you're required to "attend" an online Landlord Briefing once every 5 years.

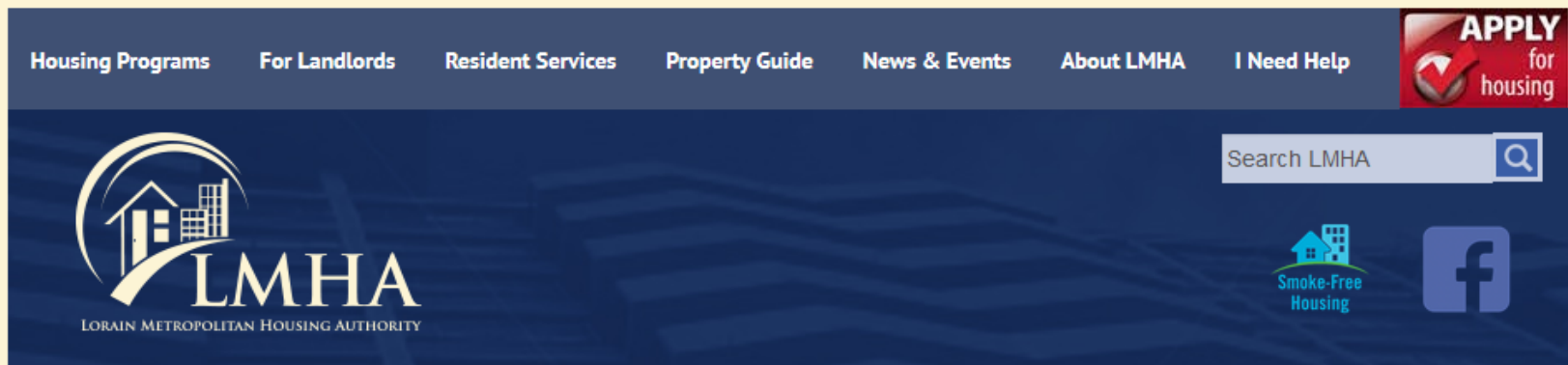
\*These briefings are offered through our website. To "attend" the Landlord Briefing, log on to our website at:

[www.LMHA.org](http://www.LMHA.org)

At the top of the main screen, click on the heading "**For Landlords**," then click on "**Landlord Certification**," then under Step #1 located about half-way down the page, click on "**Landlord Briefing Presentation**" and read through the briefing material to familiarize yourself with the guidelines of our program. Once you have read through the presentation, click on the back arrow at the top of the screen, then under Step #2, click on "**Landlord Briefing Certification**." **Print a copy of this document.** Note that you do not need to print the entire briefing presentation. You are only required to print the single page Landlord Briefing Certification form. Complete this form with the information you use to file your taxes. (This information should match how your account is listed in our computer). **Return the completed form to Carol Langham, HCVP Assistant Manager, 1600 Kansas Ave., Lorain, OH 44052.** Once received, we will send you a Certificate as verification of your "attendance."

\*If you do not have access to a computer, you may come to our office located at 1600 Kansas Ave., Lorain to pick up a printed copy, or to view the briefing at one of our lobby kiosks.





## Landlord Certification

**If you do not have a tenant participating in the Housing Choice Voucher Program, please do not submit the certification form at this time.**

You must review the [Landlord Briefing Presentation](#) and submit the [Landlord Briefing Certification](#) before you will receive any HAP payments

### Step 1 - Review the Landlord Briefing Presentation

[Landlord Briefing Presentation](#) (Adobe PDF File)



### Step 2 - Print out and sign the Landlord Briefing Certification Document

[Landlord Briefing Certification](#) (Adobe PDF File)





## Did You Also Know / Landlord Access...?

Through our **Landlord Access** module, the LMHA now offers landlords the ability to view and print information online regarding their accounts, such as inspection results and current or historical Housing Assistance Payments. This is a service that is offered 24 hrs a day 7 days a week – right from the comfort of your home or office!

As stated in an earlier slide, landlords also have access to several useful forms located in the online Landlord Library accessible through Landlord Access. You can use these forms to report such things as a change in your residential address, or to report that you've bought or sold a property.



# Landlord Access....

In order to register for Landlord Access, you must be assigned a Registration Key. LMHA automatically mails Registration Keys to new landlords approximately one month after releasing your first HAP payment; however, if you are an existing landlord with our agency who has never signed up for this service and you would like to do so, you may request that a Registration Key be sent to you. To request a Landlord Access Registration Key, contact Carol Langham at (440) 288-7454 or by email at [clangha@LMHA.org](mailto:clangha@LMHA.org).

Once you have received your Registration Key, you must create an account by logging onto our website at [www.LMHA.org](http://www.LMHA.org). The screen on the following page will appear. From there, scroll down toward the bottom of the screen and click on the “Landlord Access” button (indicated by a red arrow in the next slide). Follow the prompts from there.



Browser address bar: <http://www.lmha.org> | Page title: Lorain Metropolitan Housing Authority

Navigation menu: [Housing Programs](#) | [For Landlords](#) | [Resident Services](#) | [Property Guide](#) | [News & Events](#) | [About LMHA](#) | [I Need Help](#) | [APPLY for housing](#)

Search bar: Search LMHA

**LMHA**  
Lorain Metropolitan Housing Authority

Lorain Metropolitan Housing Authority is committed to providing safe, decent, and affordable housing for the residents of Lorain County.

**RENT**

I am looking for housing

View our full lists of LMHA housing options and the Housing Choice Voucher Program (Section 8). [Read More](#)

I am a current resident

Learn more about our Resident Services Department and associated programs. [Read More](#)

I am a landlord

Find out how you can subsidize your unit and receive our landlord packet. [Read More](#)

LMHA does not provide emergency housing or services. If you are homeless or on the verge of homelessness and need immediate assistance, [click here for a list of emergency service providers.](#)

### Recent News & Events

**Now Accepting Applications for Human Resources Administrator**

View job description on our Employment Opportunities Page. <http://www.lmha.org/about-lmha/employment-opportunities/>

9/21/2016 - 5 hours ago

**Now Accepting Applications for Building Receptionists**

View job description on our Employment Opportunities Page. <http://www.lmha.org/about-lmha/employment-opportunities/>

9/12/2016 - 1 week ago

[View All News & Events](#)

### Quick Links

[Apply Now](#)

[Helpful Resources](#)

[Landlord Access](#)

**Lorain Metropolitan Housing Authority**  
1600 Kansas Ave.  
Lorain Ohio 44052  
(440) 288-1600  
(800) 710-0710 TTY/TDD

Select Language

EQUAL HOUSING OPPORTUNITY

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? User Name:

? Password:

Login

Forgot Password?

[Home](#)

[Login Help](#)

[Register](#)



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## Register

Please complete the form below to register. All information is required.

### Home


In the Registration Key field, please enter the registration key you received from the housing authority. You will not be able to register without this key.

### Login Help

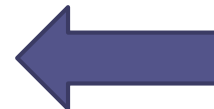
You can choose your own User Name and Password. You will use these in the future to log into this site. Your Password must include at least one letter and one number.

**IMPORTANT NOTE:** Remember that your Password is case sensitive.

### Register

Registration Key	*	<input type="text"/>
First Name	*	<input type="text"/>
Last Name	*	<input type="text"/>
Email Address	*	<input type="text"/>
Confirm Email	*	<input type="text"/>
User Name	*	<input type="text"/>
Password	*	<input type="password"/>
Confirm Password	*	<input type="password"/>
Secret Question	*	What is the first and last name of your first boyfriend or girlfriend? 
Secret Answer	*	<input type="text"/>

Register





# Landlord Access...

- You will receive confirmation by email when you have successfully created your account. Once confirmed, you will have access to view or print inspection information about your unit(s), or a history of the Housing Assistance Payment (HAP) you have received on behalf of your tenant(s).

## **For Owners With Multiple Accounts:**

- Registration Keys are randomly generated by our computer system. You'll receive a Registration Key for *each* entity you receive payments under. If you manage more than one apartment complex and/or owner's property and you would like to combine all entities under one Registration Key, do not register ANY of the entities until you first contact Carol Langham at (440) 288-7454 or [clangha@LMHA.org](mailto:clangha@LMHA.org).



# Landlord Access...

## **Example Of Combining Multiple Entities:**

Landlord John Brown manages 2 different apartment complexes. He has units listed under (1) ABC, Inc. AND (2) XYZ, Inc. Mr. Brown wants to be able to access the information for both companies under one log in (email address).

In this instance, Mr. Brown would first have to contact Carol Langham so that she can combine the 2 accounts under one Registration Key.

It is important to note that you can use only one email address per registration. Therefore, if you manage more than 1 account and you have already registered one of those accounts using your email address, you will not be able to register another account. Attempting to do so will result in an error message informing you that the email address you are trying to use is already registered to another owner account. In this instance, you must either register your second account under an entirely new email address OR contact Carol Langham so that she can link the 2 accounts.



# Landlord Access....

As an additional service to the owner, we have created a “Landlord Library” allowing you access to general information about our program as well as the list of forms on the following screen. You may use these forms to report changes to the Housing Authority..

Note that this list is not all inclusive. The LMHA will be adding to this list as needed.

To report a change in your residential address, complete the “Owner Address Change Form” along with the “W9 Form”. To report that you bought or sold a unit, complete the “Property Has Been Sold Form”. You can fax that information to Carol Langham at (440) 288-7367, or email that information to [clangha@LMHA.org](mailto:clangha@LMHA.org). Should you have any questions, you may also contact Ms. Langham directly at (440) 288-7454.

The following slide shows a snapshot of the Landlord Library.





Partner Access

Landlord Library

Log Out

HA Admin

Admin

☒ User Accounts

User Accounts

#### Documents

Title	Owner	Category
<a href="#">Property Has Been Sold Form</a>	Carol Langham	Forms
<a href="#">Owner Identification Form</a>	Carol Langham	Forms
<a href="#">W9 Form</a>	Carol Langham	Forms
<a href="#">Utility Change Form</a>	Carol Langham	Forms
<a href="#">Lead Base Paint Guidelines</a>	Carol Langham	General Info
<a href="#">Inspection Checklist</a>	Carol Langham	General Info
<a href="#">Owner Address Change Form</a>	Carol Langham	Forms
<a href="#">Overview Of The HCV Program</a>	Carol Langham	General Info



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# Fair Housing & Reasonable Accommodation

## LMHA Landlord Training

Rev. November 2016



# What is Fair Housing?

Fair housing is a person's right to choose, without unlawful discrimination, where to live. Ohio's fair housing laws protect people from being denied housing based on myths, stereotypes or prejudices.

An applicant, participant or resident with a disability may request a reasonable accommodation.



# Reasonable Accommodation

A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.



# Reasonable Accommodation

The Act makes it unlawful to refuse to make reasonable accommodations to rules, policies, practice or services when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling.

Such requests may be made by a tenant, prospective tenant or someone on their behalf.



# Reasonable Accommodation

Requests must be (1) reasonable and (2) have an identifiable relationship (or nexus) between the requested accommodation and the individual's disability.

- **Is it reasonable?**
- **Is there a nexus?**



# What does a request look like?

- No Special forms
- No magic words
- Doesn't have to be in writing

Requests may come in as “After my heart attack, I can't walk from the parking lot to my apartment. Can I have an assigned space?”



# What does a request look like?

- Document the request
  - Keep track of requests
  - Acknowledge receipt
  - Respond as quickly as possible



# What does a request look like?

- Speak with the tenant
  - Make sure you understand what they are requesting and why
  - NEVER ask for a diagnosis or any medical information
  - If the disability isn't obvious, you may ask for additional information about how the requested accommodation will assist them
  - Feel free to consult with an attorney if you need help evaluating the request



# What does a request look like?

- Offer alternatives
  - If you cannot make the accommodation requested, don't say "no".
  - Communicate with the tenant to see if there is anything else that can be done to allow them to USE and ENJOY the dwelling.



# Reasonable Accommodation VS Reasonable Modification

## **What is the difference?**

Under the Fair Housing Act, a reasonable modification is a structural change made to the premises.

A reasonable accommodation is a change, exception or adjustment to a rule, policy, practice or service.

A person with a disability may need either or both in order to have an equal opportunity to use and enjoy the dwelling.



# Who is responsible?

Under the HCV Program, the tenant is responsible for paying for the modifications (Section 504).

Landlords must permit the modification.



## Who is responsible?

The tenant is responsible for upkeep and maintenance of a modification that is used exclusively by him/her.

If a modification is made to a common area that is normally maintained by the housing provider, then the housing provider is responsible.



# Reasonable Modification

If a tenant requests a modification, landlords should take the same steps as an accommodation:

- Document
- Speak with tenant
- Offer alternatives



# Examples of Modifications

- Grab bars
- Peephole in the door
- Ramp outside the building
- Special smoke alarm for the hearing impaired
- Removing lower cabinets to allow for a wheelchair



# Examples of Accommodations

- Guide dog or support animal
- Assistance with application or other forms
- Breaking lease without penalty due to changes in health or can no longer use stairs
- Extra bedroom for medical condition or medical equipment



# Helpful Resources

- <http://www.ohioattorneygeneral.gov/Files/Publications-Files/Publications-for-Business/Fair-Housing-Guide>
- <http://www.nationalfairhousing.org/LinkClick.aspx?fileticket=1ljW1Ec5jTQ%3D&tabid=4266&mid=10090>
- <http://www.lmha.org/CE/pagecontent/Documents/LMHA%20RA%20Proc%20Manual%20July%202016.pdf>



# THANK YOU ...

For viewing the online HCVP Landlord Briefing. If you have any questions or you would like to make a suggestion on item(s) you would like for us to include in this briefing as well as issues you would like for us to address, you may submit your suggestions to Carol Langham at [clangha@LMHA.org](mailto:clangha@LMHA.org) or (440) 288-7454.

