Landlord Briefing For

The Housing Choice Voucher Program

Revised: January 11, 2017 by CAL

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 afford decent, safe and sanitary 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.

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 income and family composition in writing within 14 business days of the change. This includes changes in employment, adding household members, removing household members, etc.

The family will be held responsible if the family causes a breach in Housing Quality Standards (HQS) which pertains to:

<u>Utilities</u> – family must be able to put the utilities in their name or the name of another adult household member, and remain in service at all times.

<u>Appliances</u> – must be in good operating condition.

<u>Damages</u> – 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!

The <u>landlord must notify</u> 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.

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.

Use and Occupancy of the unit:

- The family must use the assisted unit as a residence by the <u>family only</u>, and as the only residence for the family. The family must not sublease, let, assign or transfer the unit.
- The family must obtain <u>prior written approval</u> 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 14 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.

The family must notify the HA within 14 business days if anyone moves in or out of the unit.

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

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

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.

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.



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

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 <u>specific</u> 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.

You must notify LMHA 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.
- Foreclosures must notify us once you have a court date

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

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 landlord if known.
- Tenancy history known to HA such as tenant-caused damages, drug-related, criminal, or violent activities, previous evictions and owner complaints.

It is EXTREMELY important that the landlord conduct background checks.



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

- 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.

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

- Initial Occupancyvery first lease-up.
 Annual Recertification....once per year.
- Special Inspections....if required.
- Housing Qualify Control (HQC's)....if selected in a random drawing.



The HA will notify you and the tenant of what (if anything) has failed 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.



The Housing Authority's policy is to end an inspection after ten failed items. Should this occur in one of your units, the tenant and landlord will receive a letter reminding them of their Family and Owner Obligations. Repeated violations may result in termination and debarment from the program for one full year.

- Preparing and furnishing information required under the HAP Contract.
- Collecting the Security Deposit <u>from the family</u>.
- 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.



The landlord is also responsible for paying for utilities as stated in lease. Remember: In multifamily structures where there is only one meter, the Landlord **MUST** pay for that utility. The tenant may only pay for utilities if they are in the tenant's name, or the name of another adult household member.

The HA requires landlords to furnish their own lease.

You must submit a copy of the lease. This is required regardless of whether you are requesting an inspection for an Initial Lease or for an Annual Renewal.





Lease Requirements...

• The Lease <u>must</u> 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.
- Provisions of renewal, such as a required 30 or 60 day notice to vacate.

Lease requirements...

- If applicable, the following items must also be in 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 <u>choose</u> 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. This information can also be found on page #7 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:

- \triangleright 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

<u>Housing Quality Standards (HQS)</u>: 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 |
|-----------|---------------------------|------------------------------|
| o 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 <u>completely</u> by the landlord and <u>signed by both landlord and family</u> <u>**BEFORE** you turn it in.</u>

- Attention Landlord (2-sided)
- Landlord Briefing Procedure Changes
- Instruction Page For RFTA Completion
- Relationship Form
- Occupancy Certification By Owner (Lorain and Sheffield Lakecheck with City Hall.)
- Lead Based Paint Disclosure
- Stove & Refrigerator Certification
- Owner Identification / Landlord Identification form (2-sided)
- Direct Deposit Notice
- Direct Deposit (ACH Credit) Authorization Form
- Request for Tenancy Approval

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 "1096" 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 |
|--|
| (This must be the name of the person, company, etc. who will be responsible for reporting the rental income to the IRS. A 1095 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:BlackAsianWhiteAmerican IndianOther ETHNICITY:HispanicNon-Hispanic |
| NAME(s) of ANY of ALL other persons listed on the DEED or MORTGAGE of the rental unit: |
| ALL <u>ELECTED</u> OFFICIALS MUST DISCLOSE THEIR <u>ELECTED</u> POSITION IN ORDER FOR THE LIMHA TO DETERMINE ANY POSSIBLE CONFLICT OF INTEREST. Is the OWNER of the rental property an <u>ELECTED</u> official? If YES, please disclose the <u>ELECTED</u> 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 --!!!

(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.

| <u>IMPORTANT</u> : IF THE LANDLORD INFORMATION AND THE OWNER INFORMATION IS <u>EXACTLY</u> THE SAME, YOU MAY CHECK HERE ☐ THEN SIGN AND DATE AT THE BOTTOM OF THE PAGE. YOU DO NOT NEED TO FILL OUT ANY O'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 of Check all that apply: | nly. |
| MALE: FEMALE: | |
| RACE:BlackAsianWhiteAmerican IndianOther ETHNICITY: HispanicNon-Hispanic | |
| ALL <u>ELECTED</u> OFFICIALS MUST DISCLOSE THEIR <u>ELECTED</u> POSITION IN ORDER FOR THE LMHA TO DETERMINE ANY POSSIBLE CONFLICT OF INTEREST. Is the LANDLORD of the rental property an <u>ELECTED</u> official? If YES, pleas disclose the <u>ELECTED</u> position you hold: | е |
| 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 -- !!!!

(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 CMB 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 do es not lead itself to confidentiality.

| 1. Name of Public Housing Agency (PHA) | | | Address of Unit (street address, apartment number, city, State & zip code) | | | | | |
|---|--|--------------|--|--|--|---|-----------------------------|----------------------|
| Requested Beginning Date of Lease 4. Number of Bedrooms 5. Year Constructed | | | | 6. Proposed Rem | 7. Security Deposit An | nt. 8. Date U | nit Available for Inspectio | |
| Type of House/Apar Single Family | | Semi- | Detached / I | Row House | Manufactured I | Home Garden / | Walkup [| Elevator / High-Ris |
| 10, if this unit is subsided Section 202 Home Other (Descrit | Sect | ion 221(c | i)(3)(BMIR) | Section : | 236 (Insured or | noninsured) | Section 515 | Rural Development |
| by a T. Unless other | de or pay for the rwise specified t | selow, the o | d appliances in owner shall pay | dicated below by an' for all utilities and ap | "O". The tenant shu pliances provided b | all provide or pay for the util y the owner. | ities and appliar | noes indicated below |
| dem . | Specify fu | | _ | | P | | Proseed by | Pacity |
| Heating | Natu | and Gree | Bottle gas | OH | Electric | Coal or Other | 1 | |
| Cooking | Name | anal gass | Bottle gas | ON . | Electric | Coal or Other | | 13 |
| Water Heating | Not | ural gas | Bottle gas | OI | Electric | Coal or Other | | |
| Other Electric | ĺ | | | | | 325 | | |
| Water | | | | | | | | |
| Sewer | | | | | | | | |
| Trash Collection | | | | | | | | |
| Air Conditioning | | | | | | | | |
| Refrigerator | | | | | | | | |
| RangeMicrowave | -77 | | | | | | | |
| Other (specify) | | | | | | | | |

| that the rent ch tenant is not m unassisted com following sec | a regulation require arged to the hous nore than the rent aparable units. Plation for most | s the PHA to certify ing choice voucher charged for other base complete the recently leased ithin the premises | |
|--|---|---|--|
| 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 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)...

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 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: Gas Heat: | \$ 735 85 |
|------------------------------------|--------------|
| Gas Hot Water: | 34 |
| Gas Stove: | 13 |
| Electric: | 55 |
| Water and Sewer: | 83 |
| Trash | 16 |
| Stove and Ref: | 10 |
| | |

GROSS RENT:



This family has a **4** bedroom voucher. For purposes of this example, we're going to assume the Payment

\$1,031

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 <u>unassisted</u> units in the area to determine if \$735 is reasonable. If it is not, the LMHA cannot justify the requested rent amount <u>even if all other criteria checks out</u>.

Example Of An Unaffordable Unit...

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

| Requested Contract Rent: | \$ 735 | |
|--------------------------|----------|--------|
| Gas Heat: | 85 | des |
| Gas Hot Water: | 34 | - Line |
| Gas Stove: | 13 | |
| Electric: | 55 | |
| Water and Sewer: | 83 | 7 4 ~ |
| Trash | 16 | |
| Stove and Ref: | <u> </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, you will have to lower the rent to \$683 for this family to qualify 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 page to confirm ownership of the unit. If the name of the owner does not match the Owner ID form on the RFTA, we will need a letter from the owner authorizing that person to handle business and/or collect payments on behalf of the owner.



The Housing Choice Voucher Program allows a family to choose a house or apartment that fits their needs. They may rent anything from a hirise apartment to a manufactured homeas 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!!!

- 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.

- 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

• 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.

- No missing outlet cover plates or loose frayed wiring.
- Hot and cold running water in bathroom and kitchen.
- Adequate heat source.
- 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.

• 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.
- If present, gutters and downspouts on house and/or garage must be in good condition.

Infestation:

- Extermination of infestation for apartments and duplexes will be deemed the LANDLORD'S responsibility (unless the lease states otherwise) because the LMHA cannot positively determine whether the infestation originated with the tenant or their neighbor(s).
- Extermination of infestation for single family units and mobile homes will be deemed the TENANT'S responsibility (unless the lease states otherwise) because the LMHA can reasonably assume that the infestation is exclusive to that unit.

Infestation:

- The issue of infestation must be resolved prior to the family vacating the unit. If it is the family's responsibility, the PHA may notify the prospective landlord, at our discretion, that there is a possible infestation issue.
- If a *history of infestation* is present, at the PHA's discretion, the **tenant** may be held responsible for extermination, regardless of the unit structure type.
- In cases where animals or rodents are entering the unit, LMHA will consider the owner responsible. For example, rodents generally larger than a mouse may be entering the unit through an open space (ex: raccoons, squirrels, possums, birds, bats. LMHA will assume the landlord is responsible to fix the space that is allowing animals to enter the dwelling).

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 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 <u>www.odh.ohio.gov</u>.
- 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.
- 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 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:

GOsection 8. com

GOSection 8. com

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 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 top.

This letter will include:

- Rent approval amount
- Pass, Fail or Inconclusive Ranking (Note: An inconclusive result is not a pass).
- Description of what comes next.

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....

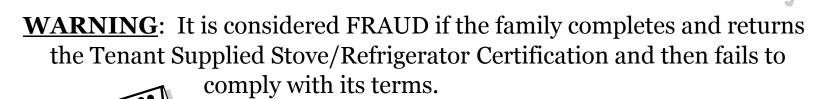
- The extension may be granted for a period of time considered reasonable for completion, usually 2 weeks but no more than 30 days beyond the original due date. At the end of that time, at the HA's discretion, if the work is not completed or substantially completed, the HA will begin the abatement.
- 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.



No HAP will be paid without a passed inspection.

Determining The Client's Rent...

| Voucher Bedroom Size | Payment Standard |
|----------------------------|---------------------|
| 0 | 499 |
| 1 | 614 |
| 2 | 773 |
| 3 | 1017 |
| 4 | 1073 |
| 5 | 1233 |

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

client's actual utility bill!

Execution of Contract and Lease...

- The landlord and the family will receive an appointment letter from the Occupancy Specialist.
- The family must provide a copy of the signed lease, which indicates they have met with the landlord to **review and sign** prior to their final appointment.
- The family must provide proof that utilities have been transferred into their name, or in the name of another adult household member.
- The landlord will sign the Contract after the tenant has signed their final paperwork.
- 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 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.

LMHA will also conduct an Annual Recertification, to review the family's status. This is done regardless of whether the client's status has changed. When it is time for your client's Annual Renewal interview (approximately 90 days before their actual Annual Renewal date) you will be sent an RFTA packet for the renewal of the lease. When you receive the RFTA packet, you may use this form to request such changes as an increase in the overall contract rent, or changes in the utility responsibilities. 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...

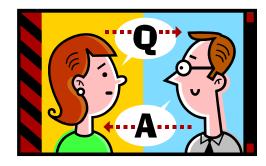
If a family wants to move **AFTER** the first year of their lease **AND** 30+ days from the date they are giving notice, the family must provide their landlord and the LMHA with a Notice Of Intent To Vacate. This is a written notice in accordance with the terms of the lease....30 days, 60 days, etc.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

If the family wants to move **DURING** the first years of their lease **OR** less than 30 days from the date they are giving notice, the family must get their landlord's 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 must 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. By doing so you are agreeing to release the family from the terms of the lease. It is your prerogative to deny the family's 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.

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 "Section 8 accepted" rather than "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

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 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:

http://www.lmha.org/for-landlords/landlord-certification

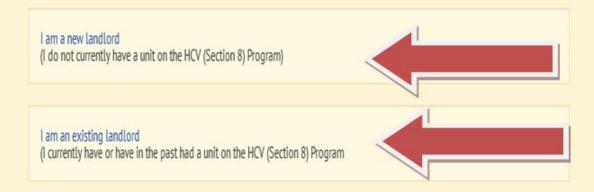
This will take you to the screen on the following slide. From there, click on "Landlord Briefing Presentation." Once you have finished viewing the online presentation, return to the previous screen and print the Online Certification Document that applies to your situation. For example, if you are a landlord who is **BRAND NEW** to the HCV Program, you would click on the link, "I am a new landlord." If you are an existing landlord who is **RENEWING** your online certification, you would click on the link, "I am an existing landlord." Print and complete the appropriate form and send it to: HCV Program, 1600 Kansas Ave., Lorain, OH 44052.

- Forms for landlords NEW to the HCV Program get sent ATTN: CAROL SCHAFFER.
- Forms for landlords **RENEWING** their certificate get sent ATTN: CAROL LANGHAM.

Once received, we will send you a Certificate as verification of your "attendance."



Landlord Certification



Did You Also Know / Landlord Access...?

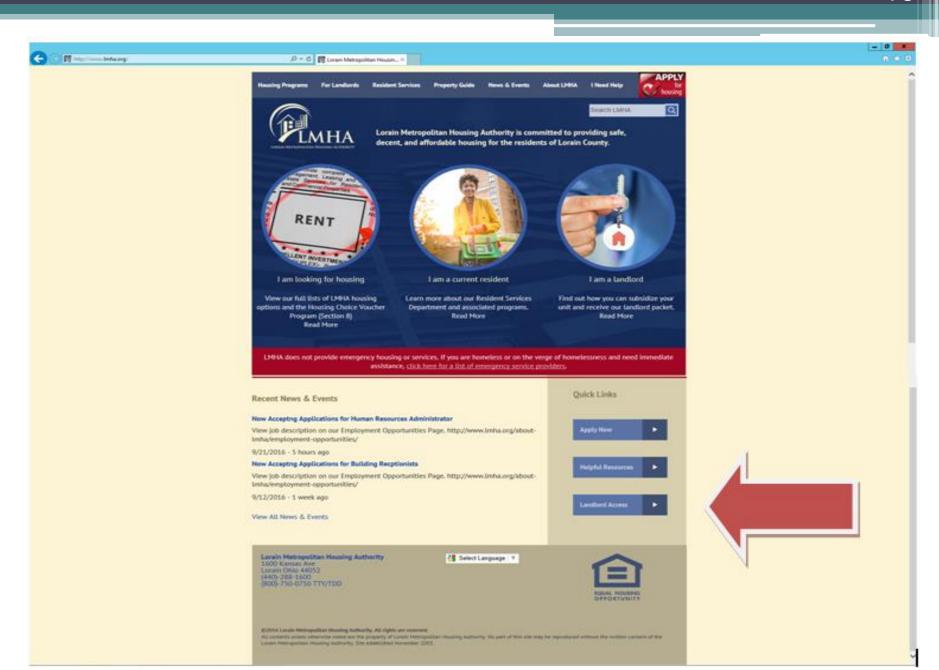
Through our Landlord Access module, the LMHA now offers landlords the ability to view and print information online regarding their accounts, such as inspection results and current or historical Housing Assistance Payments. This is a service that is offered 24 hrs a day 7 days a week — right from the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

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 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.

Once you have received your Registration Key, you must create an account by logging onto our website at 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.





| | 3 User Name: |
|-------------|---------------------|
| | Oser Name: |
| | Password: |
| | |
| <u>Home</u> | Login |
| Login Help | Forgot Password? |
| 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 h

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

Login Help

 ${\tt IMPORTANT\ NOTE:\ Remember\ that\ your\ Password\ is\ case\ sensitive.}$

<u>Register</u>

| Registration Key | * |
|------------------|--|
| First Name | at . |
| Last Name | * |
| Email Address | * |
| Confirm Email | sit. |
| User Name | sis: |
| Password | sis. |
| Confirm Password | Sic Control of the Co |
| Secret Question | * What is the first and last name of your first boyfriend or girlfriend? |
| Secret Answer | als: |
| | 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 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.

Landlord Access...

Example Of Combining Multiple Entities:

Landlord John Brown manages 3 different apartment complexes. He has units listed under (1) ABC, Inc. (2) XYZ, Inc. and (3) LMNOP, Inc. Mr. Brown wants to be able to access the information for both ABC, Inc. and XYZ, Inc. under the Registration Key that was assigned to ABC, Inc. He wants the information for LMNOP, Inc. to have it's own separate Registration Key. In this instance, he would first have to contact Carol Langham so that she can remove the Registration Key that was originally assigned to XYZ, Inc. and link that entity to the Registration Key that was assigned to ABC, Inc. The Registration Key that was assigned to LMNOP, Inc. would not require any changes.

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. Should you have any questions, you may also contact Ms. Langham directly at (440) 288-7454.



Partner Access Landlord Library Log Out

HA Admin

Admin



User Accounts

Documents Title Owner Category Property Has Been Sold Form Carol Langham Forms Owner Identification Form Carol Langham Forms W9 Form Carol Langham Forms Utility Change Form Carol Langham Forms Lead Base Paint Guidelines Carol Langham General Info Inspection Checklist Carol Langham

Owner Address Change Form

Overview Of The HCV Program



Carol Langham

Carol Langham

General Info

General Info

Forms

Fair Housing & Reasonable Accommodation

LMHA Landlord Training

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?

- 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?"

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

- 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

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.lmha.org/ CE/pagecontent/Docume nts/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 or (440) 288-7454.

