

# HOUSING CHOICE VOUCHER PROGRAM

CONTRA COSTA

HOUSING  
AUTHORITY

## THE LANDLORD HANDBOOK

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## TABLE OF CONTENTS

## PAGE NO.

Table of Contents	1-2
Housing Choice Voucher Program	3
Landlord's Responsibilities	4-5
Housing Authority's Responsibilities	6
Family's Responsibilities	7-9
Family Approved for Housing Choice Voucher Program	10
Tenant Approved by Landlord	11
Leasing Process	12
Tenancy and Unit Approved by the Housing Authority	13
Rent Reasonableness	13
Inspection Process	14
Housing Quality Standards Inspection Checklist	15-17
Make Repairs Promptly	18
Contract and Lease Signed	18
Payments to Landlord	18
HUD-Required Annual Activities	19
Change in Family Composition or Income	19
Annual Inspection of Unit	19



Abatement of Payments	20
Rent Increases	20
Other Changes	20
Contract Terminations	21
Termination of Tenancy by Landlord	21
Termination of Tenancy by Family	22
Termination of Housing Assistance by the Housing Authority	22
Criminal Activity	23
Change of Ownership	23
Disapproval of Landlord	24
Benefits	25
A Final Note	25
How to List Your Unit	25
Glossary	26-31
Forms	32



# HOUSING CHOICE VOUCHER PROGRAM

The U.S. Department of Housing and Urban Development (HUD) determines the rules and regulations for the ***Housing Choice Voucher Program***. If you are a rental property landlord or manager, this handbook will assist you in understanding how the program works.

The success of the program depends on the Contra Costa County Housing Authority partnering with the families and landlords who have decent, safe, and sanitary rental units. The Housing Authority not only provides rental assistance, but training on the upkeep of the property. Many families in your community rely on landlords like you who are willing to participate in the program.

The Housing Authority's goal is to provide excellent service to the families and landlords participating in the Housing Choice Voucher Program. The Housing Authority will make every effort to inform you of the program rules and to advise you of how these rules affect you.

Do not hesitate to contact the Housing Authority at 925-957-7000 if you have any questions.



# Landlord's Responsibilities:

In order for the program to work, the landlord has the responsibility to:

- **Screen families** who apply to determine if they will be suitable renters. The Housing Authority can supply you with the current and previous address, and landlord information.
- Consider a **family's background** regarding factors such as:
  - Paying rent and utility bills
  - Care of the rental property
  - Respecting the rights of others to peaceful enjoyment of their residences
  - Engaging in **drug-related** or other criminal activity
  - Compliance with other essential conditions of tenancy
- Comply with the terms of the **Housing Assistance Payments (HAP) Contract** with the **Housing Authority**.
- Collect the rent due by the tenant and otherwise **enforce the lease**.
- Comply with all federal and local laws that prohibit discrimination in housing because a person has children or because of the person's sex, age, ethnicity, race, color, family status, source of income, or disability.

Violations of fair housing and nondiscrimination laws will result in denial or termination of participation in the Housing Choice Voucher Program and could result in civil penalties.

It is in your best interest as a landlord to utilize the same methods of screening and selection for all renters and to keep complete documentation. At your request, the Housing Authority will furnish you with additional information pertaining to fair housing requirements.

- Comply with fair housing laws and discriminate against no one.
- Review the lease agreement with the family carefully.
- Maintain the housing unit by making necessary repairs in a timely manner.
- **Reasonable Modifications for Disabilities**



A landlord cannot discriminate against a **disabled family** and should be aware of landlord obligations to make **reasonable modifications** to a rental unit for a disabled family at the family's expense. Such modifications are required in the private rental market by the Fair Housing Act. Notify the Housing Authority if you have, or know of a landlord who has, units accessible to persons with disabilities.

- **Maintenance of the Unit**

The landlord is responsible and must ensure maintenance and upkeep of the unit unless the lease specifies otherwise. Repairs for which the landlord is responsible should be made in a timely manner.

- **Vacant Unit**

The landlord must notify the Housing Authority immediately if a family moves in violation of their lease

- **Additional Payments**

The Housing Authority determines the amount a family pays for rent. The Housing Authority must approve any additional payments for rent, utilities or other charges. A landlord requesting and or collecting any additional payments for rent, utilities or other charges may be subject to criminal and or civil prosecution. Landlords should refer to the Housing Assistance Payment Contract.



## Housing Authority's Responsibilities:

In order for the program to work, the Housing Authority must do the following:

- Review all applications to determine whether an **applicant** is eligible for the program.
- Explain all the rules of the program to families who qualify.
- Issue a **Voucher**.
- Approve the **unit**, the landlord, and the tenancy.
- Make **Housing Assistance Payments** to the landlord in a timely manner.
- Ensure that both the family and the unit continue to qualify under the program.
- Ensure that landlords and families comply with the program rules.
- Provide families and landlords with prompt, professional service.



# Family's Responsibilities:

In order for the program to work, the family must do the following:

- Provide the Housing Authority with complete and accurate information.
- Cooperate in attending all appointments scheduled by the Housing Authority.
- Make their best effort to find a place to live that is suitable for them and qualifies for the program.
- Take responsibility for the care of their housing unit.
- Pay their portion of rent on time and otherwise in accordance with the terms of the lease.
- Comply with the terms of their lease with the landlord.
- Comply with the family obligations of the Housing Choice Voucher Program.
- **Utilities**  
If the family is required to provide any utilities, (such as electricity, gas, or water) they **must** keep them in service. If the family fails to do so, the unit will not meet Housing Quality Standards. In that case, the family will be given a notice to get the utilities back into service immediately or risk termination of assistance and will not be eligible for a transfer voucher.
- **Damages**  
The family is responsible for repairing any damages to the unit or premises beyond normal-wear and tear, **even if a guest causes them**. If the family does not fulfill its obligations for the repair of damages, as stated in the lease, their assistance may be terminated.

Families who participate in the Housing Choice Voucher Program are required by HUD to comply with certain family obligations. These obligations are listed below.

- **Required Information**  
The family must supply any information that the Housing Authority or HUD determines is necessary for the administration of the program or for certifying or re-certifying a family. This includes evidence of citizenship or eligible immigration status. It also includes information about family income and household composition (the people living in the family's unit).



- **Social Security Numbers**  
The family must provide social security cards on all members of the household and must sign and submit consent forms allowing the Housing Authority to obtain information.
- **Truthfulness**  
Any information provided by the family must be true and complete.
- **HQS Violations**  
The family is responsible for correcting any HQS violations caused by any of their household members or any of their guests.
- **Unit Inspections**  
The family must allow the Housing Authority to inspect the unit at reasonable times and after reasonable notice.
- **Lease Violations**  
The family may not commit any serious or repeated violation of the lease.
- **Moving**  
The family must notify the landlord and the Housing Authority in writing before moving out of the unit or terminating its lease.
- **Eviction**  
The family must promptly give the Housing Authority a copy of any eviction notice it receives from the landlord.
- **Housing Use**  
The family must use the assisted unit primarily as a residence, and the unit must be the family's only residence.
- **Family Composition**  
The Housing Authority must approve all members of the family. The family must promptly inform the Housing Authority of the birth, adoption, or court-awarded custody of a child and it must request Housing Authority approval to add any other family member as an occupant of the unit.
- **Other Household Occupants**  
A foster child or *live-in aide* may reside in the unit if the family obtains the approval of the Housing Authority.
- **Reduction in Family Size**  
The family must promptly notify the Housing Authority if a family member no longer resides in the unit.



- **Profit-Making Activities**  
Family members may engage in legal profit- making activities in the unit, but only if such activities are incidental to the primary use of the unit as the family's residence. The lease may contain additional restrictions.
- **Subleasing**  
The family may *not* sublease or sublet the unit.
- **Assigning or Transferring**
- **The family may *not* assign the lease or transfer the unit to anyone else.**
- **Absences**  
The family must supply any information or certification requested by the Housing Authority for the purpose of verifying that the family is actually living in the unit. The family must also promptly notify the Housing Authority in writing when it intends to be away from the unit for any extended period.
- **Ownership or Interest**  
The family may *not* own or have any interest in the unit (other than in a cooperative, or owner of a manufactured home leasing a manufactured home space).
- **Corruption**  
The members of the family may *not* commit fraud, bribery, or any other corrupt or Criminal act in connection with the program.
- **Crime**  
The members of the family may *not* engage in drug-related or violent criminal activity.
- **Other Housing Assistance**  
The members of the family may *not* receive Housing Choice Voucher Program assistance while receiving another housing subsidy for the same unit or a different unit under any other federal, state, or local housing assistance program.
- **Alcohol or Substance Abuse**  
The members of the family may *not* engage in the illegal use of a controlled substance and may *not* abuse alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.



# Family Approved for the Housing Choice Voucher Program

To be eligible for the Housing Choice Voucher Program, a family must:

- Be income eligible
- Have no drug related/criminal activity within the last year.

When a family is determined to be eligible for the program and funding is available, the Housing Authority issues a **Housing Choice Voucher**. The family receives the Voucher at the tenant briefing. The family begins looking for a unit.

<b>Voucher</b>		<b>U.S. Department of Housing and Urban Development</b>		OMB No. 2577-0169 (exp. 9/30/2002)	
Housing Choice Voucher Program		Office of Public and Indian Housing			
TTP: _____ 30%: _____ 40%: _____ PAYMENT STANDARD: _____					
INITIAL PORTABILITY: YES/NO					
<small>Public Reporting Burden for this collection of information is estimated to average 5 minutes 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.</small>					
<small>This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.</small>					
<small>Please read <b>entire</b> document before completing form Fill in all blanks below. Type or print clearly.</small>				Voucher Number	
1. Insert <b>unit size</b> in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)				1. Unit Size	
2. <b>Date Voucher Issued (mm/dd/yyyy)</b> Insert actual date the Voucher is issued to the Family.				2. Issue Date (mm/dd/yyyy)	
3. <b>Date Voucher Expires (mm/dd/yyyy)</b> Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)				3. Expiration Date (mm/dd/yyyy)	
4. <b>Date Extension Expires</b> (if applicable)(mm/dd/yyyy) (See Section 6. of this form)				4. Date Extension Expires (mm/dd/yyyy)	
5. Name of Family Representative		6. Signature of Family Representative		Date Signed (mm/dd/yyyy)	
7. Name of Public Housing Agency (PHA)					
<b>Housing Authority of the County of Contra Costa</b>					
8. Name and Title of PHA Official		9. Signature of PHA Official		Date Signed (mm/dd/yyyy)	
<b>Housing Choice Manager</b>					
I. <b>Housing Choice Voucher Program</b>			B. The voucher does not give the family any right to		



# Tenant Approved by Landlord

The **landlord must approve** the family as a suitable renter, even though a family is determined by the Housing Authority to be eligible for the program.

The Housing Authority **does not screen** families for the suitability as renters. That is the landlord's responsibility.

Landlords must apply the same standards of tenant selection to any family that applies, whether the family is a prospective Housing Choice Voucher Program renter or not. Tenant selection must not be based upon race, color, age, religion, sex, familial status, disability, or any other discriminatory factors.

To begin the process, ask to see his/her Voucher.

- **Review the Voucher**

Check the expiration date to determine whether the Voucher is still valid. Vouchers expire 60 days after issuance unless the Housing Authority has extended them. Check the unit bedroom size for which the family has been approved. It will be stated on the Voucher.

- **Screen the Family**

Evaluate a prospective renter who contacts you as you would any other renter. Make sure that your tenant selection standards are based on objective, business related considerations, such as previous history of nonpayment, damage to property, or disturbance of neighbors.

The Housing Authority knows that the landlord has approved the family when the **Request for Tenancy Approval** form is completed by the landlord and submitted to the Housing Authority.

<b>Request for Tenancy Approval</b>		<b>U.S. Department of Housing and Urban Development</b>		OMB Approval No. 2577-0169	
<b>Housing Choice Voucher Program</b>		Office of Public and Indian Housing		(exp. 03/31/2004)	
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.					
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) Housing Authority of the County of Contra Costa 1805 Arnold Drive Martinez, CA 94553			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					



# Leasing Process

HUD requires that any lease signed by a Housing Choice Voucher Program tenant must include the HUD **Tenancy Addendum** (see attached copy), and the Housing Authority must **approve** the tenancy **before** the lease is signed.

You must submit a copy of your **lease** to the Housing Authority along with a **Request for Tenancy Approval** form. The Housing Authority may review the lease to make sure it does not contain any provision that conflicts with program rules or state law. The lease must comply with state and local law.

The lease must specify all of the following:

- Name of the landlord
- Name of the tenant
- Unit address
- Term of the lease
- Amount of the monthly **rent to landlord**
- Utilities and appliances to be supplied by the landlord
- Utilities and appliances to be supplied by the tenant
- Amount of the security deposit.
- Renewal terms



## Tenancy and Unit Approved by the Housing Authority

Once the Housing Authority receives the Request for Tenancy Approval from the landlord, the Housing Authority will review and determine if the tenant qualifies for the unit. The Housing Authority will then schedule a Housing Quality Standards (HQS) inspection with the landlord.

The landlord or representative should be present during the HQS inspection. If the family chooses a unit with a **gross rent** greater than the payment standard and their share exceeds 40% of their **monthly-adjusted income**, the Housing Authority is **not permitted** to approve tenancy.

When the unit passes the inspection and the rent is reasonable, the Housing Authority will prepare the necessary paperwork, and tenant assistance will begin. If the tenant assistance begins in the middle of the month, the Housing Authority will prorate the first month's HAP and that amount will be included in the following months Housing Assistance Payment.

## Rent Reasonableness

At the time of the inspection, the inspector will also be evaluating the **rent reasonableness** of the housing unit. The proposed rent will be compared to the rent for other units on the market of similar size, features, amenities, and location.

In the **Voucher Program** rents must be reasonable and comparable to those charged for similar unassisted units. The Housing Authority bases the determination of reasonableness and comparability on the unit inspection report and rental market information.



## Inspection Process

After a family finds a suitable housing unit and the landlord approves the family, the Housing Authority needs to determine if the unit qualifies for the Housing Choice Voucher Program. This includes a **Housing Quality Standards (HQS)** inspection. If the unit does not pass inspection, a reasonable time will be given to make the required repairs.

The Housing Authority will schedule a HQS inspection with the landlord. The landlord or a representative should be present for this inspection.

### **PARTICIPATE IN THE INSPECTION**

Take advantage of this opportunity to meet the inspector and to discuss the various aspects of the inspection. It will help you to learn more about HQS so that you will know how best to prepare for other inspections. Once you go through an inspection, you will have a better idea of what the inspector is looking for.

### **PREPARE THE UNIT FOR INSPECTION**

Review the information below on HQS as you evaluate your rental unit. Try to correct any HQS violations before the inspection. At the time of the inspection, the unit should be “move- in” ready. This will prevent delays in the beginning of the family’s rental assistance. If the family is already in the unit, it is a good idea to go over the checklist with them to ensure that the unit will meet the minimum requirements.



# HQS Checklist

The following is a listing of the conditions that must be verified by the housing inspector:

## Living Room

- Is there a living room?
- Are there at least two electrical outlets; or one electrical outlet and one working light fixture?
- Is the room free of electrical hazards?
- Can all windows and doors be locked that are accessible from the outside?
- Is there at least one window, and are all windows free of signs of deterioration or missing or broken windowpanes?
- Are the walls, ceilings, and floors in good condition and free of hazardous defects?
- Are painted surfaces free of defective paint or adequately treated? If a dwelling unit constructed before 1978 will be occupied by a child under 6, it must be lead safe.

## Kitchen

- Is there a kitchen?
- Are there at least one electrical outlet and one permanently installed light fixture?
- Is the kitchen free of electrical hazards?
- Can the windows and doors be locked that are accessible from the outside?
- Are all windows free of signs of deterioration or missing or broken windowpanes?
- Are the walls, ceilings, and floors in good condition and free of hazardous defects?
- Is there a working refrigerator.
- Is there a working kitchen sink with hot and cold running water?
- Is there space to store, prepare, and serve food?
- Are painted surfaces free of defective paint? If a dwelling unit constructed before 1978 will be occupied by a child under 6, the unit must be lead safe.
- Is there a working oven and a stove (or range)?

## Bathroom

- Is there a bathroom?
- Is there at least one permanently installed light fixture?
- Is the bathroom free of electrical hazards?
- Can all windows and doors be locked that are accessible from the outside?
- Are all windows free of signs of deterioration or missing or broken windowpanes?
- Are the walls, ceilings, and floors in good condition and free of hazardous defects?
- Is there a working toilet in the unit for the exclusive private use of the tenant?
- Is there a working, permanently installed wash- basin with hot and cold running water in the unit?
- Is there a working tub or shower with hot and cold running water in the unit?



- Are painted surfaces free of defective paint or adequately treated? If a child under 6 will occupy a dwelling unit constructed before 1978, the unit must be lead safe.
- Is there a window that can be opened or a working vent system?

### Other Rooms Used for Living

- If the room is used as a bedroom, are there at least two electrical outlets; or one electrical outlet and one permanently installed light fixture?
- Is the room free of electrical hazards?
- Can all windows and doors be locked that are accessible from the outside?
- If the room is used as a bedroom, is there at least one window? Are all windows free of signs of deterioration or missing or broken windowpanes?
- Are walls, ceilings, and floors in good condition and free of hazardous defects?
- Are painted surfaces free of defective paint or adequately treated? If a dwelling unit constructed before 1978 will be occupied by a child under 6, the unit must be lead safe.
- In units occupied by the hearing impaired, is there an appropriate flashing alarm system connected to the smoke detector?

### All Secondary Rooms (Not Used for Living)

- Can all windows and doors accessible from the outside be locked?
- Are all rooms free of electrical hazards?
- 

### Building Exterior

- Is the foundation sound and free of hazards?
- Are all the exterior stairs, rails, and porches sound and free of hazards?
- Are the roof, gutters, and downspouts sound and free of hazards?
- Are exterior surfaces sound and free of hazards?
- Is the chimney sound and free of hazards?
- Are painted surfaces free of defective paint or adequately treated? If a dwelling unit constructed before 1978 will be occupied by a child under 6, the unit must be lead safe.
- If the unit is a manufactured home, is it properly placed and tied down?

### Heating and Plumbing

- Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?
- Is the unit free of unventilated fuel-burning space heaters and other unsafe heating conditions?
- Do the windows allow for adequate ventilation and cooling, or is there a working cooling system?
- Is the water heater safely located, equipped, and installed?
- Is the unit served by an approved public or private sanitary water supply?



- Is the plumbing free of major leaks or corrosion that causes serious and persistent levels of rust or contamination in the drinking water?
- Is the plumbing connected to an approved public or private disposal system, and is it free of sewer back up?

## General Health and Safety

- Is there at least one smoke detector on each level?
- Can the unit be entered without having to go through another unit?
- Is there an alternative fire exit from the building that is not blocked and that meets local or state regulations as an acceptable exit?
- Is the unit free of rats and infestations of mice or vermin?
- Is the unit free of garbage or debris inside and outside?
- Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approved by a local agency?
- Are interior stairs and common halls free of hazards (e.g., inadequate lighting, missing or insecure railings, and loose, broken, or missing steps?)
- Do all elevators have a current inspection certificate? Are all elevators working and safe?
- Are the site and immediate neighborhood free of conditions that would seriously and continuously endanger the health or safety of the residents?
- Is the interior free of mold and mildew?

## Other Requirements

- Are tenant-supplied utilities separately metered?

## Most Common Fail Conditions

- Nonfunctional or missing smoke detectors
- Missing or cracked electrical outlet cover plates
- No railings where required
- Peeling exterior and interior paint
- Tripping hazards caused by permanently installed floor coverings (carpets/vinyl)
- Cracked or broken windowpanes
- Inoperable stove burners or range hoods
- Missing burner control knobs
- Inoperable bathroom fans or no ventilation in bathroom
- Leaking faucets or plumbing
- No temperature/pressure-relief valve on water heater



## Make Repairs Promptly

If the housing unit does not pass the initial inspection, you will be notified in writing of any items that failed and given a reasonable time to make repairs. When the repairs are complete, the Housing Authority will re-inspect the unit. The Housing Authority is not responsible for any payments until the unit passes inspection and the family has taken occupancy. If the family moves in before the unit has passed, the family is responsible for the full amount of the monthly rent.

- All inconclusive and fail items must be corrected and approved prior to the execution of the Housing Assistance Payments Contract.

## Contract and Lease Signed

If the unit meets the program requirements and the tenancy can be approved, the Housing Authority will enter into a Housing Assistance Payments (HAP) Contract with the landlord, and the **family** will enter into a **lease with the landlord**. Once the unit is approved, **you** will enter into a contract with the Housing Authority, and sign a lease agreement with the family.

## Security Deposits

The landlord may collect a **security deposit from the tenant**. The security deposit may not be in excess of private market practice, or in excess of amounts charged for unassisted tenants.

## Payments to Landlord

After the HAP Contract and lease are signed, the Housing Authority makes the initial HAP and continues to make monthly payments to the landlord as long as the family continues to meet eligibility criteria and the housing unit qualifies under the program. The Housing Authority will mail the payments on or about the first of each month and will continue to make payments as long as the following conditions are met:

- The unit meets Housing Quality Standards.
- The tenant is eligible for assistance.
- The tenant resides in the unit.
- The landlord is in compliance with the contract.

The family is responsible for paying the difference between the Housing Authority's payment amount and the total rent to landlord for the unit. It is the landlord's responsibility to collect any portion of the rent payable by the family.



# HUD-Required Annual Activities

There are two HUD-required annual activities:

- **Re-certification** of family income and household composition
- Inspection of housing units

## Re-certification of Family

The Housing Authority is required to re-certify families at least annually. Each family is required to furnish information to the Housing Authority about total family income, allowable deductions from income, and family composition. If a family's income has increased or decreased, the amount of the family's payment and Housing Authority payment to the landlord may change, but the total amount received by the landlord from both the Housing Authority and the family will not be affected.

## Changes in Family Composition or Income

When the family has an increase or decrease in family composition or income the Housing Authority will complete an interim worksheet to determine the impact upon the family and Housing Authority portion towards the lease rent.

The Housing Authority will provide written notice to the family and landlord of the change in the family's portion of rent.

## Annual Inspection of Units

The Housing Authority must inspect every unit at least once a year. The Housing Authority will provide advance written notice to the family of the date of the annual inspection.

- If the unit does not pass the inspection, a reasonable time will be given to make repairs.
- The family is responsible for the repair of any damage beyond normal wear and tear.



## Abatement of Payments

According to the HAP Contract, the landlord is responsible for ensuring that the unit meets Housing Quality Standards during the entire term of the HAP Contract. At any time it is determined that the unit does not meet Housing Quality Standards, the Housing Authority will notify the landlord in writing and provide reasonable time for repairs. If the repairs are not made within that time, the Housing Authority is required to abate payments. Although the family will still be responsible for its share of the rent if the Housing Authority abates payments, the landlord should monitor the condition of the unit and make repairs promptly.

## Rent Increases

After the initial term of the lease, the landlord may increase the rent with a **60-day written notice** to the family and the Housing Authority. The proposed increase must be reasonable. Any increase cannot make the rent greater than that charged for comparable unassisted unit.

## Other Changes

If the tenant and landlord agree to any changes in the lease, the changes must be in writing, and the landlord must immediately give the Housing Authority a copy of the changes. The following **will** require the landlord and tenant to request Housing Authority approval of a new HAP Contract.

- Any changes in lease requirements governing tenant or landlord responsibilities for utilities or appliances
- Any changes in the term of the lease
- Any moves from one unit to another (including moves to a different unit within the same building or complex)
- If the Housing Authority approves the new HAP Contract, a new lease will also be required.



# Contract Terminations

The HAP Contract is an agreement between the landlord and the Housing Authority. It runs concurrently with the lease and terminates automatically when the lease terminates.

## Termination of Tenancy by Landlord

During the term of the lease, the landlord may terminate tenancy only for:

Serious or repeated violations of the terms and conditions of the lease, including, but not limited to, failure to pay rent or other amounts due under the lease.

Violations of federal, state, or local law that impose obligations on the tenant in connection with the use or occupancy of the unit or premises.

Other good causes, such as the following:

- Failure by the family to accept the offer of a new or revised lease.
- Family history of disturbance of neighbors, destruction of property, or living and housekeeping habits resulting in damage to the unit or premises.
- The landlord's desire to use the unit for personal or family use or for nonresidential purposes.
- Business or economic reasons, such as the sale of the property, renovation of the unit, or a desire to lease the unit at a higher rent.

The landlord may not terminate for "good cause" during the initial term of the lease unless the cause is something that the family did or failed to do. At the end of the initial term or at the end of any successive definite term, the landlord may terminate the lease without cause.

The landlord may evict a tenant only through a court action. The landlord must give the tenant written notice of the grounds for termination of tenancy at or before the commencement of the eviction action. The written notice of the grounds for termination of tenancy may be attached or combined with any eviction notice the landlord gives to the family. The landlord must also give a copy of the grounds for termination and eviction notice to the Housing Authority.



## Termination of Tenancy by Family

The family may terminate tenancy in accordance with the lease and Tenancy Addendum. The family must give the landlord and the Housing Authority written notice of termination of tenancy before moving from the unit.

If the family is moving to another unit with Voucher assistance, the current landlord will be asked to complete a “Tenant In Good Standing” form provided by the Housing Authority. If the tenant is not in good standing with the current landlord, the family may not be issued a Voucher to use elsewhere and their assistance will terminate.

## Termination of Housing Assistance by Housing Authority\

If the Housing Authority terminates program assistance to a family, the HAP Contract for the family terminates automatically. The Housing Authority will provide the landlord with written notice of termination of assistance. Rental assistance can be terminated if a family fails to fulfill its obligations under the program or if the family seriously or repeatedly violates the lease.

A HAP Contract may also end when a family’s income increases to the point that a Housing Authority payment to the landlord is no longer necessary.

### Breach of Contract

Any of the following actions by the landlord will be considered a breach of the HAP Contract:

- Violating the terms of any HAP Contract
- Failing to fulfill any landlord obligations under the HAP Contract, including HQS
- Committing fraud, bribery, or any other corrupt or criminal act involving a federal housing program
- Failing to comply with or committing fraud, bribery, or any other corrupt or criminal act in connection with a mortgage insured or a loan made by HUD
- Engaging in any drug-related criminal activity
- Engaging in any violent criminal activity



## **Criminal Activity**

The Landlord or Housing Authority may terminate a tenant for any illegal activity that threatens the health, safety, or right to peaceful enjoyment by other residents or persons residing in the immediate vicinity of the premises. It also includes any drug-related or violent criminal activity.

## **Change of Ownership**

As a provision of the HAP Contract, the landlord may not assign the contract to a new landlord without the prior written consent of the Housing Authority. Therefore you must notify the Housing Authority if you put the property on the market for sale and once the unit is sold.



# Disapproval of Landlord

The Housing Authority may disapprove a landlord if:

- The Housing Authority has been notified by HUD that the landlord has been debarred, suspended or subject to a limited denial of participation.
- The government has instituted an administrative or judicial action against the landlord for violation of the Fair Housing Act or other equal opportunity requirements.
- The landlord is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless approving the unit would provide reasonable accommodation for a family member with disabilities.
- The landlord has violated obligations under a Housing Choice Voucher Program Housing Assistance Payments Contract.
- The landlord has committed fraud, bribery, or any other corrupt or criminal act in connection with any HUD program.
- The landlord has engaged in **drug-related** or **violent criminal activity**.
- The landlord has a history or practice of noncompliance with Housing Quality Standards for units leased under the program.
- The landlord has a history or practice of failing to terminate the leases of tenants of units assisted under Housing Choice Voucher Program or any other HUD program for activity by the tenants, household members, or guests that:
  1. Threatens the right to peaceful enjoyment of the **premises** by other residents.
  2. Threatens the health or safety of other residents or Housing Authority employees.
  3. Threatens the health, safety, or right to peaceful enjoyment of their premises by residents in the immediate vicinity.
  4. Have drug-related or violent criminal activity.
- The landlord has a history or practice of renting units that fail to meet state or local housing codes.
- The landlord has not paid state or local real estate taxes, fines, or assessments.



# Benefits

Many landlords and property managers have come to appreciate the advantages of receiving ***guaranteed monthly assistance payments***, as well as ***minimum inspection standards***. Keeping your property consistently well maintained helps ensure both its resale value and its appeal to prospective tenants when a family moves out.

The Housing Choice Voucher Program compliments many key property management principles regarding tenant selection and lease enforcement, and it has helped others develop better maintenance skills.

The program provides families with the opportunity to choose rental units in neighborhoods that meet their needs. Having this flexibility has enabled many families to pursue employment and educational opportunities, reunite with their friends and extended families, live in a better climate, or move out of unsafe neighborhoods. Landlord participation is essential to making these opportunities a reality.

## A Final Note

**Information** and **cooperation** are two key ingredients to developing a rewarding relationship with the Housing Authority and a family that is leasing your rental unit. With your cooperation, many families are able to find decent, safe and sanitary units to call home.

## How to List Your Unit(s) for Rent

You may call the Housing Authority at 925-957-7068 to list your available unit(s). The Housing Authority will give your name and general information about your rental unit(s) to families who have been issued a Voucher.



# Glossary of Housing Choice Voucher Program Terms

**Adjusted income:** Annual income less allowable HUD deductions and expenses.

**Admission:** Admission is the effective date of a resident's lease in a public housing program or the execution date of a resident's HAP Contract in a tenant-based program.

**Annual income:** The anticipated total income of an eligible family from all sources for the 12-month period following the date of determination of income.

**Applicant:** A family that has applied for admission to a housing program but has not yet been admitted to the program.

**As-paid states:** States where a welfare agency adjusts the shelter and utility component of welfare grant in accordance with actual housing costs.

**Child care expenses:** Amounts paid by a family for the care of minors under age 13 if such care is necessary to enable a family member to be employed, to further his/her education, or to seek employment.

**Co-head:** An individual in a household who is equally responsible for the lease with the head of the household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent.

**Contract rent:** See *rent to landlord*.

**Covered families:** Statutory term for families that are required to participate in a welfare agency economic self-sufficiency program and that may be subject to a welfare benefit sanction for noncompliance with this obligation.

**Dependent:** A member of a family (excluding the family head, spouse, and any foster child) who is under 18 years of age, is a disabled person, or is a full-time student.

**Disabled family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together, one or more persons with disabilities living with one or more live-in aides.

**Disabled person:** See *person with disabilities*.

**Displaced person:** A person who has been displaced by governmental action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief laws.



**Drug-related criminal activity:** Drug trafficking or the illegal use or possession for personal use of a controlled substance as defined in section 102 of the Controlled Substances Act.

**Drug trafficking:** The illegal manufacture, sale, or distribution of a controlled substance or the possession of such a substance with intent to manufacture, sell, or distribute it.

**Economic self-sufficiency program:** Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families including job training, employment counseling, work placement, basic skills training, general education, English proficiency training, workfare, financial or household management training, apprenticeships, and other programs necessary to prepare people to work (such as treatment for drug abuse or mental health treatment).

**Elderly family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

**Elderly person:** A person who is at least 62 years of age.

**Excess medical expenses:** Any non-reimbursable medical expenses incurred by an elderly family in excess of 3% of the family's annual income.

**Extremely low-income family:** A family whose annual income does not exceed 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

**Fair market rent (FMR):** The amount that must be paid in a given area to rent existing, privately owned housing of a modest nature, with suitable amenities, and in decent, safe, and sanitary condition. FMRs are established by HUD. They vary by unit size as well as by housing market area and include the cost of all utilities except phone.

**Family rent to landlord:** Rent to landlord minus the housing assistance payment.

**Family Self-Sufficiency Program (FSS):** A program developed by Ho using Authority to promote the self-sufficiency of assisted families, including the provisions of supportive services.

**Family share:** The portion of rent and utilities paid by a family.

**Foster childcare payment:** Payment to eligible households by state, local, or private agencies appointed by the state to administer the care of foster children.



**Full-time student:** A person who is carrying a subject load considered full time for day students under the standards and practices of the educational institution he /she attends, which may include a vocational school offering a diploma or program as well as an institution offering a college degree.

**Gross rent:** The sum of the Rent to Landlord plus any utility allowance. If there are no tenant paid utilities, the Rent to Landlord equals the Gross Rent.

**Head of household:** The person who assumes legal and financial responsibility for a household and is listed on a housing application as its head.

**Housing Assistance Payment (HAP):** The monthly assistance payment by the Housing Authority.

**Housing Assistance Payments (HAP) Contract:** A written agreement between a Housing Authority and a housing landlord for the purpose of providing housing assistance payments to the landlord on behalf of an eligible family. A HAP Contract defines the responsibilities of both the Housing Authority and the landlord.

**Housing Choice Voucher:** See *Voucher*.

**Housing Choice Voucher Program:** Effective October 1, 1999, the Section 8 Tenant-Based Rental Assistance Program that completes the merger of the Section 8 Certificate and Voucher programs into a single new Section 8 Voucher Program.

**Housing Quality Standards (HQS):** The HUD minimum quality standards for housing assisted under the Public Housing and Housing Choice Voucher Program.

**Housing unit:** Same as *Unit*.

**HUD:** The Department of Housing and Urban Development or its designee.

**Imputed asset:** An asset disposed of for less than fair market value during two years preceding certification or re-certification.

**Imputed income:** The HUD passbook rate times the total cash value of assets when assets exceed \$5,000.

**Imputed welfare income:** An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction but is included in the family's annual income and is therefore reflected in the family's rental contribution.

**Landlord:** Either the legal owner of a property or the owner's designated representative or managing agent.



**Lease:** A written agreement between a landlord and an eligible family for the leasing of a housing unit.

**Lease addendum:** See *Tenancy Addendum*.

**Live-in aide:** A person who resides with an elderly or disabled person and who (a) is determined to be essential to the care and well-being of the person, (b) is not obligated for support of the person, and (c) would not be living in the unit except to provide necessary supportive services. The live- in aide may not be a relative.

**Low-income family:** A family whose annual income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

**Medical expenses:** Total medical expenses that are anticipated during the period for which annual income is computed and are not covered by insurance. (Only elderly families or disabled families qualify.)

**Minor:** A member of a family (excluding the head, spouse, live- in aide, or foster child/adult) who is under 18.

**Monthly adjusted income:** One-twelfth of annual income after allowances.

**Monthly income:** One-twelfth of annual income before allowances.

**Net family assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment.

**Landlord:** Any person or entity (including a principal or other interested party) with the legal right to lease or sublease a unit to a participant.

**Landlord orientation:** A meeting with a Housing Authority representative for the purpose of learning the rules and procedures for participating as a landlord in the Housing Choice Voucher Program.

**Participant:** A family that has been admitted to a Housing Authority program and is currently being assisted in the program.

**Payment standard:** The maximum subsidy payment for a family under the Voucher Program. The Housing Authority sets a payment standard between 90% and 110% of the current HUD published FMR.

**Person with disabilities:** A person who has a disability as defined in 42 U.S.C. 423 or 42 U.S.C. 6001. A person who has a physical or mental impairment expected to be of long and indefinite duration and whose ability to live independently is substantially impeded by



that impairment but could be improved by more suitable housing conditions. The definition includes persons with AIDS or conditions arising from AIDS but excludes persons whose disability is based solely on drug or alcohol dependence.

**Portability:** The ability of a family to move with its Housing Choice Voucher Program tenantbased assistance from the jurisdiction of one Housing Authority to that of another.

**Premises:** The building or complex in which a dwelling unit is located, including common areas and grounds.

**Public assistance:** Welfare or other payments that are based on need and are made to families or individuals under programs funded separately or jointly by federal, states, or local governments.

**Public Housing Agency (Housing Authority):** Same as Housing Agency (HA). Any state, county, municipality, or other governmental entity or public body that is authorized to engage or assist in the development or operation of housing for low- income families.

**Reasonable modification:** The fair housing requirement that allows persons with disabilities to make adjustments to their rental units at their own expense.

**Reasonable rent:** A rent to landlord that is not more than either:

- 1) the rent charged for comparable units in the private unassisted market or
- 2) the rent charged by the landlord for a comparable unassisted unit in the building or on the premises.

**Re-certification:** Sometimes called *reexamination*, the process of securing documentation of total family income used to determine the rent a family will pay for the next 12 months if no interim changes are reported by the family.

**Remaining member of tenant family:** Person left with assisted housing after other family members have left.

**Rent reasonableness:** See *reasonable rent*.

**Rent to landlord:** The monthly rent payable to the landlord under the lease. Rent to landlord includes payment for any services, maintenance, and utilities to be provided by the landlord in accordance with the lease.

**Request for Tenancy Approval (RTA):** A Housing Authority form completed by an landlord and family and used by the Housing Authority to determine whether a unit is eligible and a lease complies with program requirements.

**Resident:** See *tenant*.



**Security deposit:** A dollar amount that can be collected from a family by a landlord and used for amounts owed under a lease according to state or local law.

**Single person:** A person living alone or intending to live alone.

**Specified welfare benefit reduction:**

A reduction of welfare benefits (for a covered family) that may not result in a reduction of a family's rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

**Spouse:** The marriage partner of a head of household.

**Subsidy standards:** Standards established by a Housing Authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Tenancy Addendum:** A HUD-designed addition to a landlord's lease that includes word-forward, all HUD-required language.

**Tenant:** The person who executes a lease as lessee of a dwelling unit.

**Tenant rent:** The amount payable monthly by a family as rent to a Housing Authority in a public housing program or to an landlord in a Housing Choice Voucher Program.

**Total tenant payment (TTP):** The total amount the HUD rent formula requires a tenant to pay toward rent and utilities.

**Unit:** Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit.

**Utility allowance:** The Housing Authority's estimate of the average monthly amount needed to pay for utilities by an energy-conscious household. If all utilities are included in the household's rent, there is no utility allowance. A utility allowance varies by unit size and type of utilities.

**Utility reimbursement:** The amount, if any, by which a family's allowance for utilities or other housing services exceeds its total tenant payment.

**Violent criminal activity:** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.



# Forms

*Request for Tenancy Approval*

*Voucher*

*Housing Assistance Payments (HAP) Contract*

*Tenancy Addendum*

*Lead-Based Paint Disclosure*

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