Jackson County Housing Authority

Housing Choice Voucher Program Guide for Landlords & Owners

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Dear Inquiring Landlord/Owner:

The Jackson County Housing Authority (JCHA) is continually seeking new landlords/owners to work with the Rental Housing staff in providing rental assistance to eligible persons.

Included in this guide is general information pertaining to the Housing Choice Voucher Program and program landlord/owner responsibilities.

If you have any questions about the Jackson County Housing Authority, please contact us between the hours of 8:30 a.m. and 4:30 p.m. (closed for lunch from 11:30-12:30), on normal business days.

JCHA appreciates your interest in the Housing Choice Voucher Program and we look forward to working with you.

Sincerely,
Jackson County Housing Authority

IN THIS GUIDE:

- **Housing Choice Voucher Program Overview and Process**
- **Landlord/Owner Rights and Responsibilities**
- **Landlord/Owner Breach of Contract**
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- **Inspection Guide**
- **Landlord/Owner Responsibilities Regarding Lead-Based Paint Hazards**
- **Benefits of Accepting the Housing Choice Voucher (HCV)**

This brochure is for information purposes only. It is not interested to replace Housing Assistance Payment (HAP) or U.S. Department of Housing and Urban Development (HUD) regulations.

WHAT IS THE HOUSING CHOICE VOUCHER (HCV) PROGRAM?

- Provides assistance for low-income families in the private rental market.
- Rental assistance makes market rate housing affordable. Rental voucher holders select a unit from the private rental market.
- Program participants normally pay at least 30 percent of their monthly adjusted income towards rent and utilities. The Housing Assistance Payment subsidizes the balance of the rent top to the property owner.

WHAT ARE THE REQUIREMENTS FOR MY UNIT TO BE RENTED TO AN ASSISTED FAMILY?

- Unit must meet HUD Quality Standards (HQS)
- Rent must be approvable within HUD Fair Market Rents, IVHA payment standards and market rate comparable.

HOW DO I MAKE A UNIT AVAILABLE TO RENTAL VOUCHER HOLDERS?

- Provide the rental property information to JCHA.
- After receiving your property information, JCHA will compare your property to comparable properties within the same neighborhood. This will ensure that your requested rent is within reasonable HCV Program-approved rents for that neighborhood.
- After analysis, JCHA will notify you of the amount the HCV Program can approve as contract rent for your unit(s), JCHA will list your property as available. Your listing will remain available until you report to us that you want to have it removed from our listings.
- You may advertise with the phrase "will accept Housing Choice Vouchers/Section 8". Families who participate in the program look for those listings.

HOW DO I MAKE CHANGES TO MY PROPERTY INFORMATION?

- Contact us at (618) 684-3102.

Housing Choice Voucher Program Overview and Process

WHAT DO I DO WHEN A RENTAL VOUCHER HOLDER IS INTERESTED IN MY UNIT?

1. Landlord/Owner Screens Tenant
   You must screen prospective tenants carefully to ensure you are making an appropriate selection. When a family contacts you, JCHA can only certify to you their income eligibility for the program. JCHA cannot provide a reference as to their expected behavior as tenants. You may use any or all of the following screening procedures:
   - Criminal Check
   - Landlord References

   JCHA encourages all of the screening methods listed above as long as you do not discriminate. Discrimination includes any tenant selection based on race, color, religion, ancestry, sex, country of birth, handicap or familial status. The prohibition against discrimination based on familial status makes it illegal, in most circumstances, to refuse to allow children to live in a residential unit.

2. Request for Tenancy Approval
   If you select a rental voucher holder as your new tenant, he/she will have a "Request for Tenancy Approval (RFTA) form for you to complete. The RFTA form must be completed in its entirety by you and the tenant and returned promptly to JCHA. When the tenant submits the form to the JCHA office, the compliance coordinator and inspector will contact you to schedule an inspection and verify if your requested rent is within reasonable Housing Choice Voucher Program approved rent. **Do not have the proposed tenant sign lease unit approval is given by the housing specialist.**

3. Inspection
   The unit will be inspected to ensure that no violations exist. You will receive a copy of the inspection repair list, if applicable.

4. Lease and Contract
   After the unit passes inspection and the rent has been approved, you new tenant enters into a lease with you, the Landlord/Owner, through which the rent is assisted on behalf of the tenant.

CAN I COLLECT A SECURITY DEPOSIT?

Yes.

WHAT IS THE TERM OF THE LEASE AND CONTRACT?

- Term of the lease and contract is for one year.
- After the initial year, the lease is renewed as specified by the Landlord/Owner. The tenant may vacate with a written notice to the Landlord/Owner and JCHA in accordance with what is stated on the lease.
- If the tenant remains in the unit, the tenant must be re-certified for eligibility in the HCV Program and the unit is inspected for Housing Quality Standards every year.

What Are My Rights and Responsibilities As A Landlord/Owner Under the Housing Choice Voucher Program?

- Perform all management and rental functions for the assisted unit, including selecting a rental voucher holder to lease the unit and deciding if the family is suitable for tenancy of the unit.
- Perform all of the Landlord's/Owner's obligations under the Housing Assistance Payments contract and the lease.
- Comply with equal opportunity requirements.
- Prepare and furnish JCHA information required under the Housing Assistance Payments contract.
- Inform JCHA and tenant of know lead-based paint presence in the unit.
- Maintain the unit in accordance with Housing Quality Standards and in good condition:
  Complete repairs within a reasonable amount of time upon request by JCHA or the tenant (24 hours for emergencies). The amount of time that is considerable depends on the nature of the problem.
- Attend fair housing training
- Set reasonable rules about use of the unit and common area.
- Do not enter unit without the tenant's permission and proper notice except for emergencies or tenant-requested repair.
- Enforce tenant obligations under the lease and expect tenant to:
  - ✓ Keep unit clean
  - ✓ Avoid illegal activity
  - ✓ Permit access for repairs
  - ✓ Avoid damage to property
  - ✓ Refrain from disturbing others
  - ✓ Allow only those occupants on the lease to reside in the unit.
- Collect from the tenant on time:
  1. Any security deposit-Landlord/Owner may collect up to the amount charged by you in the private market and must not be more than one month's Contract Rent.
  2. The Family contribution—the part of rent to Landlord/Owner not covered by the Housing Assistance Payment.
  3. Any Charges for unit damage by the tenant.
- Pay the utilities and services (unless paid by the Family under the lease).
- Shall not hold tenant responsible for JCHA's Housing Assistance Payment to the Landlord/Owner when JCHA withholds or is late with the Housing Assistance Payment.
- Take action through court to evict when tenant violates the lease.

Housing Choice Voucher Program Landlord/Owner Breach of Contract

Any of the following actions by the Landlord/Owner (including a principal or other interested party) is a breach of the Housing Assistance Payments contract by the Landlord/Owner:

- Violation of any obligation under the Housing Assistance Payments contract for the dwelling unit, including the Landlord's/Owner's obligation to maintain the unit in accordance with Housing Quality Standards
- Violation of any obligation under any other Housing Assistance Payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f)
- Commission of fraud, bribery or any other corrupt or criminal act in connection with any Federal Housing program.
- For projects with mortgages insured by HUD or loans made by HUD, failure to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage note, or with the regulatory agreement; or commission of fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.
- Engagement in drug trafficking.

JCHA REMEDIES

Remedies against the Landlord/Owner available to IVHA include:

- Recovery of Overpayments
- Abatement
- Reduction of Housing Assistance payments
- Termination of the Housing Assistance Payments contract

What are the Family Responsibilities under the Housing Choice Voucher Program?

The family must:

- Not allow a guest to stay more than 14 consecutive days or a total of 30 cumulative days during any 12 month period. Any person showing a pattern of staying (e.g. every weekend), the head of household must request that person be added to the lease.
- Not allow anyone to use its address as his or her address for any reason.
- Report any and all sources of new income in the household, in writing, to its housing specialist within two weeks of hire date. Increased income and/or additional income must also be reported, in writing, within 10 calendar days of any change.
- Report any reduction or changes in income in the household by completing a change form at our office. The assigned housing specialist must receive these changes and all documentation in writing.
- Provide written approval from the Landlord/Owner to move anyone into the household. The family must then contact its housing specialist to determine eligibility of the person and process the necessary paperwork, if appropriate.
- Notify JCHA, in writing, within five days of the birth, adoption, or court-awarded custody of any children, .
- Notify JCHA, in writing, within two weeks, if a family member no longer lives in the home. If that family member is an adult they will need to provide verification that they have moved out. Acceptable forms of verification are: driver's license, lease or a bill in their name at the new address.
- Promptly notify the JCHA, and its Landlord/Owner, in writing, when a family member will be away from the unit for an extended period of time. Program assistance will may be terminated if any household member is absent from the unit more than 60 days without notification.
- Provide its Landlord/Owner and JCHA with a written notice to vacate. Written notice must be in agreement with the family's lease requirements.

The family understands:

- The family is responsible for the action of their household members, visitors, and guests.
- JCHA will back charge and terminate participants who fail to report changes in their household's income.
- If any family member engages in abusive or violent behavior towards JCHA personnel, it will be cause for termination or denial. Abusive or violent behavior includes verbal as well as physical abuse or violence. This includes criminal activity that may threaten the health or safety of property owners, management staff (including a PHA employee) Actual physical abuse or violence is good cause for termination of Section 8 Rental Assistance.

The family must not:

- Commit any serious or repeated violations of the lease.
- Commit fraud, bribery, or any other corrupt or criminal act in connection with the program.
- Engage in drug-related criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and person residing in the immediate area.

The family agrees to maintain good housekeeping by agreeing to:

- Avoid intentionally, carelessly and recklessly damaging any rental property assisted by the Housing Choice Voucher Program.
- Maintain home at all times in a clean and sanitary condition.
- Avoid and prevent activities and use of the home by visitors, and by the family that might result in damage to the home.

The family understands that violating any of these program rules may result in termination of Housing Choice Voucher Program benefits.

Housing Choice Voucher Program Inspection Guide

(for Landlords/Owners, Agents and Residents)

INTERIOR

- Check all electrical for proper operation (receptacle covers and globes to be attached).
- Check all plumbing for proper operation.
- Check appliances for proper operation.
- Check doors, cabinets and vanities for proper operation.
- Check smoke detectors and carbon monoxide detectors for proper operation. A smoke detector is required on each floor.
- Check unit for cleanliness, including walls, floors, plumbing fixtures, appliances and HVAC system (clean filters).
- Water heaters must have a temperature and pressure relief valve, and relief valve discharge pipe attached.
- Check widows for proper operation. Windows to be lockable (permanent locks), easily opened and must remain open using its own hardware.
- Check stairways for condition of riling and stairs; railing requires.

EXRERIOR:

- Check doors and door locks for proper operation (door to be water and weather tight).
- Check siding and trim for rotten wood, peeling paint and areas not painted.
- Check windows for broken or racked panes (windows to be water and weather tight).
- Check roof for proper condition and possible leaks.
- Check sheds for proper condition, rotten wood, worn and peeling paint.
- Check fences for proper condition.
- Lawns to be mowed and maintained.

What Are My Responsibilities In Regards to Lead-Based Paint Hazards?

Rental Housing inspectors are required to inspect for deteriorated paint surfaces at the initial and periodic inspections on all interior and exterior surfaces of the unit and the common areas serving the unit. The federal regulations define deteriorated paint as any interior or exterior paint or other coating that is peeling, chipping, chalking, or cracking, or any paint or coating locate on an exterior surface or fixture that is otherwise damaged or separated from the substrate (underlying layer).

This is a particularly serious problem for Landlords/Owners of older units. Specifically, Landlords/Owners of units built prior to January 1, 1978, must:

- **Disclose known lead-based paint hazards to all potential residents prior to execution of a lease;**
- **When necessary, perform paint stabilization to correct deteriorated paint;**
- **The Landlord/Owner must also provide all prospective families with a copy of *Protect Your Family From Lead in Your Home* or other EPA approved document;**
- **Each time such an activity is performed, notify tenant about the conduct of lead hazard reduction activities and clearance (if required);**
- **Conduct lead hazard reduction activities when required by JCHA;**
- **Perform all work in accordance with HUD prescribed safe work practices and conduct clearance activities when requires; and**
- **Perform ongoing maintenance. As part of ongoing maintenance, the Landlord/Owner must provide written notice to each assisted family asking occupants to report deteriorated paint. The notice must include the name, address, and phone number of the person responsible for accepting the occupant's complaint.**
- **Property owner will be required to hold property insurance & provide JCHA with property title verification.**

Benefits of Accepting the Housing Choice Voucher (HCV)

- Having a contracted monthly assistance payment that is on time and guaranteed.
- If a tenant's income decreases, their portion of the rent can be lowered and the Housing Authority's portion can be increased, so the Landlord gets their full rent amount.
- Landlords use their own lease and their screening process for tenant selection.
- Inspections done by the Housing Authority will help Landlords to maintain their property.
- The program provides a listing tool to advertise vacant units.