Jackson County Housing Authority

Landlord Packet
Housing Choice Voucher Program

Jackson County Housing Authority

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www.jacksoncountyhousingauthority.org

11-19.21

EQUAL HOUSING OPPORTUNITY

In this packet you will find:

- **Explanation of the Housing Choice Voucher program — (HCV)**
- **Guide to program success**
- **Landlord/Owner requirements**
- **Finding a suitable tenant**
- **PHA Inspection Process (listing of unit conditions per area of the unit)**
- **Housing Contract and Tenant Lease Signing**
- **Owner Responsibilities**
- **Participant Family's Responsibilities**
- **HCV Payment Standards 2018**
- **Program Utility Allowances per unit type**
- **RFTA "Request for Tenancy Approval" Process and Sample form**
- **Items checklist for new Landlords/Owners also listed on RFTA**
- **W-9 form and instructions**
- **Contract Tenancy Addendum**
- **Requesting a Rent Increase and Sample form**
- **Reporting Landlord/Owner Changes**

We hope that as a landlord to our program you will experience and receive the most adequate services. If you should have any additional questions to our packet, please make sure to contact our office Monday - Friday 8:30 am - 4:30 pm by calling 618-684-3183.

HOUSING CHOICE VOUCHER PROGRAM

LANDLORD'S GUIDE

TO PROGRAM SUCCESS

Program Participation is as easy as 1, 2, 3!!!!

1. GET READY!

- Select a good tenant. Screen your Housing Voucher tenant just like any other tenant.
- • Submit paperwork. Submit inspection request form (RFTA), lease and other documents.

+ Make your unit ready. Clean and repair your rental unit so that it is ready for inspection and occupancy.

2. GET SET!

❖ Our inspector will schedule an inspection. You will receive an email or letter in the mail regarding repairs.

❖ Make sure to sign and submit your HAP contract.

3. **GO!**

❖ Your subsidy payments will begin. The PHA will send housing assistance payment by ACH (Direct Deposit) form is included in packet each month.
❖ Maintain your unit. Throughout the lease term make unit repairs as needed. Make sure your unit is ready for its annual inspection.
❖ Evaluate your annual rent increase. Propose a rent increase that is no greater that the rent you charge to non-subsidized tenants or the rent by others to non-subsided tenants in the market area.

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Housing Choice Voucher Program

The Housing Choice Voucher Program is the federal government's major program for assisting very low-income families, elderly and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants can find their own housing including single family homes, townhomes, and apartments.

The participant is free to choose any type of housing that meets the requirements of the program and is not limited to units located in subsidized housing development. Housing Choice Vouchers are administered locally by public housing agencies (PHA's). The PHA's receive federal funds from the U.S. Department of Housing Urban Development (HUD) to administer the voucher program.

JACKSON COUNTY HOUSING AUTHORITY
HOUSING CHOICE VOUCHER PROGRAM
"PROOF OF OWNERSHIP" REQUIREMENTS

As part of the execution of the Housing Assistance Payment (HAP) contract and to ensure that payment is made to the Owner or Owners representatives, the Jackson County Housing Authority (PHA) requires that any party representing themselves as the Owner of the Owner's agent is required to provide legal authority to lease a unit to the Housing Choice Voucher holder named on the Request for Tenancy Approval (RFTA) submitted to the PHA.

"Proof of Ownership" is verified by the Jackson County Housing Authority upon presenting the following: (1 document)

- **Title/Deed**
- **City Registration**
- **Property Tax Bill**
- **Contract for Management Services (if the party executing leasing documents is an agent for the Owner)**

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Jackson County Housing Authority

HOUSING CHOICE VOUCHER PROGRAM

NEW LANDLORD REGISTRATION FORMS

PLEASE COMPLETE THE ATTACHED DECLARATION OF OWNERSHIP TO SHOW THE CURRENT OWNERSHIP AND/OR AGENT INFORMATION.

SUBMISSION OF THE BELOW DOCUMENTS ARE REQUIRED TO COMPLETE YOUR NEW LANDLORD REGISTRATION

REQUIRED FORMS AND DOCUMENTS

[] DECLARATION OF OWNERSHIP

[] W-9 COMPLETED WITH PAYEE INFORMATION

[] TAXPAYER IDENTIFICATION NUMBER (TIN) FOR PAYEE

[] SOCIAL SECURITY CARD (SSN) FOR AN INDIVIDUAL

[] PICTURE ID

[] EMPLOYER INDENTIFICATION NUMBER (EIN) NOTICE FROM IRS FOR THE COMPANY

[] PROOF OF OWNERSHIP

[] WARRANTY DEED

[] SETTLEMENT STATEMENT (HUD

[] REAL ESTATE TRANSFER DECLARATION

[] MANAGEMENT AGREEMENT, IF PARTY OTHER THAN OWNER WILL RECEIVE PAYMENT

[] TRUST AGREEMENT AND BENEFICIARY INFORMATION, IF PROPERTY IS HELD IN TRUST

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WHAT THE INSPECTOR LOOKS FOR

INTERIOR OF BUILDING

1. **Electricity:** There must be two outlets in a room, or one outlet plus a permanently installed ceiling or light fixture. Both outlets and/or the light must ***be*** working.
2. **Electrical Hazards:** The dwelling unit will fail if any electrical hazards exist, (i.e. broken wiring, non-insulated wiring, frayed wiring, improper types of wiring, connections, or insulation, wires lying in or located near standing water or other unsafe places, light fixture hanging from electrical wiring without other firm support or fixture, missing or damaged cover plates, switches, outlets, GIF's, exposed fuse box connections, over-loaded circuits evidenced by regularly "blown" fuses).
3. **Security:** All windows must have security locks. All windows that are designed to be opened must be able to do so. All units require smoke detectors on each level of the dwelling.
4. **Window Condition:** The window should have the capacity to keep out the wind, rain and other elements and should not pose a cutting hazard, (i.e., missing, or broken panes, dangerously loose, cracked panes, windows that will not close, windows that when closed, do not form a tight seal against the elements).
5. **Ceiling Condition:** The presence of such serious defects that either posts a potential for structural collapse or that large cracks or holes allow significant drafts to enter the unit, will cause a failure rating. These conditions include severe bulging or buckling large holes, missing parts, falling or in danger of falling loose surface materials.
6. **Wall Condition:** Serious defects, such that the structural safety of the building is threatened, such as severe bucking, or leaning, damaged or loose structural members, large holes, air infiltration, chipping and/or peeling paint, lose or broken plaster, lose or hanging wall coverings. Any of these conditions will cause a fail rate.
7. **Floor Condition:** The floors should free from the presence of any serious defects(s) that create a potential for structural collapse, or other threats to safety. Large cracks or holes that allow substantial drafts to enter the unit from below the floor will result in a failure rating. Serious defects include sever buckling or major movements under the walking stress, damaged or missing parts, torn or ripped floor covering, severely stained floor covering, hardwood floors that show signs of deterioration or splintering.
8. **Lead Base Paint:** This requirement applies to all painted interior surfaces within the unit (including ceiling, windowpane) that are chipped, peeling, or cracked. In case of fail rating, the Owner will be required to make repairs in **ACCORDANCE WITH EPA REGULATIONS.** To fail, the paint must be noticeably loose and separating from the surface material.
9. **Adequacy of Heating Equipment:** The heating system must be capable of delivering enough heat at assure a health environment. There must be an approved and adequate means to provide heat for upper areas in multi-level dwellings.
10. **Safety of Heating Equipment:** "Un-vented, fuel burning space heaters" are unacceptable. These include portable kerosene units or un-vented open-flame portable units. On any gravity type furnaces that have been converted to gas, there must be safety springs to catches installed on furnace door(s).
11. **Ventilation and Adequacy of Cooling:** If there is no "working cooling equipment", then there must be other types of ventilation, (i.e., a window that can be opened, or a door with a screen).

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12. **Hot Water Heater:** The location of the heater cannot present a hazard. This means that the gas or oil water heater is not to be in living areas or closets where safety hazards may exist. Water heaters must have a temperature-pressure relief valve and a discharge line.

13. **Plumbing:** No major leaks or corrosion should be evident.

0. **Exits:** An "acceptable fire exit" must be present. This means that the building must have an alternate means of exit, in case of fire, that meets local or state regulations.

14. **Evidence of Infestation:** The presence of rats or sever infestation by mice or vermin (such as roaches) as evidenced by holes, droppings, runs, or numerous settings of rodent poisonings, will warrant a failure rating.

15. **Garbage and Debris:** Heavy accumulation (large piles of trash and refuse, discard furniture, etc.) of any debris that may harbor rodents will cause the dwelling to fail.

16. **Refuse Disposal:** Adequately covered facilities (trash cans with lids, garbage chutes, dumpster) must be present.

17. **Interior Stairs and Common Halls:** Loose, broken, or missing steps will cause a unit to fail if they present a risk of tripping or failing. A handrail is required on extended sections or stairs, four (4) or more steps. A railing is required on unprotected heights, such as around stairwells.

18. **Site and Neighborhood Conditions:** **Unacceptable** are conditions that would endanger the health or safety of the resident(s). This also includes accessory buildings, such as garages or storage sheds.

EXTERIOR OF BUILDING

1. **Condition of Foundation:** Unsound or hazardous foundations with structural defects, indicating the potential for structural collapse, or foundations that allow significant entry of ground water, as evidenced by frequent basement flooding, will warrant a failure rating.
2. **Conditions of Stairs, Rails, and Porches:** Defects, such as structural, rotting, or missing steps, or the absence of a handrail where required, will cause the dwelling to fail.
3. **Condition of Roof and Gutters:** An unsound and hazardous roof that has defects, such as severe bucking or sagging, indication of potential structural collapse, large holes, or other defects that would result in significant air or water infiltration, will warrant a failing evaluation. As well as guttering and downspouts that are rotted or loose.
4. **Condition of Chimney:** The chimney should not be leaning or show evidence of disintegration.
5. **Lead Based Paint on Exterior Surfaces:** See description of lead base paint under interior. Also, includes porches, rails, handrails, support columns, house structure and accessory buildings.

A CHECKLIST FOR HOUSING QUALITY STANDARDS

The unit must be "decent, safe and sanitary". Use this checklist to help determine if the unit will pass basic inspection requirement.

BUILDING EXTERIOR:

- **Are foundations, stairs, rails, gutters, sheds, garages, and porches being sound and free from hazards or deterioration?**
- **Is there a handrail for four (4) or more steps?**
- **Are the chimney and other brickwork free of loose bricks and mortar?**
- **Is the paint chipping, peeling, or cracking?**

LIVING ROOM:

- **Are there two (2) working electrical outlets or one (1) outlet and one (1) light fixture?**
- **Can ground floor windows be locked?**
- **Are the windows and frames in good condition?**
- **Is the paint peeling, chipping, or cracking?**
- **Are the ceilings, walls, and floor clean and free from any potentially hazardous conditions?**

KITCHEN:

- **If appliances are provided, are they working properly?**
- **Is the plumbing free from leaks and is it working properly?**
- **Are there two (2) working electrical outlets or one (1) outlet and one (1) light fixture?**
- **Can all the windows be locked and are they in good condition?**
- **Is the paint peeling, chipping, or cracking?**
- **Is there adequate space for storage and food preparation?**
- **Are the ceiling, walls, and floor clean and free from any potentially hazardous conditions?**

BATHROOM:

- **Are the tub, shower, sink, and toilet in good condition and working properly?**
- **Is there an operable lockable window or exhaust fan?**
- **Are the ceiling, walls, and floor clean and free from any potentially hazardous conditions?**
- **Are there two (2) working electrical outlets or one (1) outlet and one (1) light fixture?**
- **Is the paint peeling, chipping, or cracking?**

BEDROOM(S):

- **Windows in good condition and lockable in each bedroom?**
- **Are there two (2) working electrical outlets or one (1) outlet and one (1) light fixture?**
- **Are the ceiling, walls, and floor clean and free from any potentially hazardous conditions?**
- **Is the paint peeling, chilling, or cracking?**

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OTHER ROOMS AND AREAS:

- **Do the furnace and water heater work and are they in good condition?**
- **Is there an operable smoke detector and carbon monoxide detector on each floor of the unit?**
- **Does the hot water heater have a pressure relief valve and does the discharge meet state and local code?**
- **Does the unit have at least two (2) exits?**
- **Are all rooms well-lite and free from electrical or any other hazards?**
- **Are the house and yard free from trash and other debris? Free from pest infestation?**
- **Does the furnace provide adequate heat for all rooms, including the bathroom?**

AMENDMANTS TO WHAT THE INSPECTOR LOOKS FOR

ENVIRONMENTAL

The presence of leeks, litter, loose garbage, and debris, abandoned or inoperable motor vehicles, will warrant a failure rating.

ACCESSORY BUILDING(S)

Garages, sheds, storage buildings, etc.

These items will be closely inspected to ensure that they are structurally sound and do not create a health or safety hazard. They will also be checked for peeling paint, broken windows, and deterioration.

SIDEWALKS AND DRIVEWAYS

All sidewalks and driveways that are under the maintenance jurisdiction of the property Owner will be checked for safety and deterioration.

YARDS

Mud holes, uncovered cisterns, and accumulation of water settlement in the front, rear and side yards will be noted on our Inspection Reports. If the tenant causes these conditions, they will be expected to make any necessary remedies.

TREES

If the Inspector observes any dead tree limbs that might threaten the safety of the tenant, such notation(s) will be placed on the Inspection Report.

***ALL DEFENICES WILL REQUIRE CORRECTION IN A TIMELY MANNER!**

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LANDLORD RESPONSIBILITIES

- **The Owner is responsible for performing all Owner obligations under the Housing Assistance Payment (HAP) contract and lease.**

- **The Owner is responsible for:**

1. **Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.**
2. **Tenant screening.**
3. **Collecting from the family:**
    a) **Any security deposits**
    b) **The tenant contribution (the part of the rent to Owner not covered by the Housing Assistant Payment).**
    c) **Any charges for damage to the unit by the family.**
4. **Maintaining the unit in accordance with Housing Quality Standards (HQS) including performance of ordinary and extraordinary maintenance.**
5. **Lease Enforcement is the responsibility of the Owner.**
6. **Paying for utilities and services (unless paid by the family under the lease).**
7. **Preparing and furnishing to the Jackson County Housing Authority any information required under the HAP contract.**
8. **Comply with equal housing opportunity requirements.**

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PARTICIPANT'S RESPONSIBILITIES

When the family's unit is approved and the Housing Assistance Payment (HAP) contract executed, the family must follow the rules listed below as well as rules and regulations outlined during the Section 8 briefing session to continue participating in the HCV Program.

The family must:

1. **Supply any information that the Housing Authority or HUD determines to be necessary including evidence of citizenship or eligible immigration status. Disclose and verify social security numbers for all the members of the household.**
2. **Supply all information required for use in a regularly scheduled re-examination or interim reexamination of family income or family composition and sign and submit release/consent forms for obtaining information.**
3. **Promptly notify the Housing Authority of changes that may occur in the family composition, income, or assets. Including the birth, adoption, or court awarded custody of a child.**
4. **Request approval from the Housing Authority and provide the Landlord's written consent to add any other family members as an occupant of the existing unit.**
5. **Promptly notify the Housing Authority in writing when the family is away from the unit for an extended period in accordance with Housing Authority policies.**
6. **Supply any information requested by the Housing Authority to verify that the family is living in the unit or information related to family absence from the unit.**
7. **Allow the Housing Authority to perform regular scheduled annual inspections in the unit at reasonable times and after reasonable notice. These also includes Special Inspections and Quality Control Inspections.**
8. **Notify the Housing Authority and the Owner, in writing, before moving out of the unit or terminating the lease. Also, notify the HA in writing if any family members no longer live in the unit.**
9. **Use the assisted unit for residence by the family. It must be the family's only residence and they must not move without proper notification to the Housing Authority.**
10. **Immediately provide the Housing Authority a copy of any 10-day, 5 day or Owner eviction notice.**
11. **Pay the utility bills and supply appliances that the Owner is not required to supply under the lease.**

STEPS FOR NEW MOVE-IN PARTICIPANTS

Step 1 Request for Tenancy Approval (RFTA, form provided by PHA) MUST be completed and signed by the Tenant and Landlord, then returned to PHA for further processing. DO NOT SUBMIT IF THE UNIT IS STILL OCCUPIED.

Step 2 The tenant or landlord MUST submit (email, mail or bring into office) a RFTA form to the Jackson County Housing Authority and an inspector will schedule an inspection after affordability calculation.

Step 3 The Inspector will contact the Voucher holder to let them know if the unit passes or fails. If the unit passes inspection, he will have them contact the landlord to sign the lease and to see what the next step is to lease up.

Step 5 If the unit fails inspection; the JCHA Inspector will process a notice of unit deficiencies to the Landlord. The Landlord must correct the deficiencies and contact the PHA to reschedule the inspection. If the Landlord does not want to make repairs the client will be notified by the office to pick up another RFTA form.

IMPORTANT NOTICE

All units must pass inspections (Housing Quality Standards) prior to Staff processing paperwork for move-in. The Voucher holder should not move in until the unit passes inspection. JCHA will not be able to assist with a housing assistant payment to the landlord until all repairs are completed and done.

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SECURITY DEPOSIT REQUIREMENTS

Housing Choice Voucher Program

Under the Housing Choice Voucher Program, an Owner may collect a security deposit in the amount of one (1) month's contract rent. The amount of the security deposit (if the tenant is leasing-in-place) may remain with whatever deposit amount originally collected by the Owner.

Landlord Requirements

In the Housing Choice Voucher Program, when the tenant moves from the dwelling unit, the Owner (subject to State and Local Laws) may use the security deposit, including any interest on the deposit, in accordance with the lease as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The Owner must give the tenant a written itemized listing of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the Owner, the Owner must promptly refund the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the Owner may seek to collect the balance from the tenant.

REQUEST FOR TENANCY APPROVAL (RFTA) PROCESS

The Request for Tenancy Approval (RFTA) is the form that the family initially provides to the Landlord. Once the family and Landlord agree to rental terms, the unit must be approved by the PHA. The Landlord will complete the RFTA, with information about the unit such as number of bedrooms, rent amount, security deposit amount, availability, address, and utility responsibility. The family or Landlord may submit the RFTA to the PHA. Any missing data will delay the processing.

After receiving the RFTA, a Leasing Specialist will verify that the proposed rental agreement meets the family's subsidy limit (tenant portion of rent cannot exceed 40% of the household's income). These calculations depend in part on utility information submitted for inspection. If it does not meet these requirements the PHA will notify the Landlord that they will need to lower the proposed rent, they are under no obligation to accept these terms and can terminate the process.

NOTE:

- **The RFTA form must be signed by both the Owner and the voucher holder.**
- **The PHA will not permit the Landlord or family to submit more than one RFTA at a time.**
- **RFTA packets will be accepted by email, mail, fax or in person.**
- **Please submit to the program a copy of the lease to put in the participant file. If you are new landlord, please complete W-9 form (for ACH payments) at the time the RFTA is submitted to the office.**

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RFTA-REQUEST FOR TENANCY APPROVAL

(PLEASE COMPLETE & RETURN ALL PAGES)

Tenants Check List:

[] Sign Request and include your address and phone number.

DO NOT submit RFTA unless unit is VACANT/or in move-in condition; otherwise, you will be asked to come pick the RFTA back up.

[] New Owners

- **W-9 tax form-along with a copy of the social security card or Tax ID letter from IRS showing your EIN number**
- **Deed or Copy of most recent Tax Bill for ownership verification**

[] RFTA must be complete- NO Blanks or it will not be accepted

- **Address of Unit (Street Address, Apartment Number, City, State, & Zip Code)**
- **Requested Beginning Date of Lease**
- **Exact number of Bedrooms**
- **Year Constructed**
- **Proposed Rent**
- **Security Deposit**
- **Date Unit is Available for Inspection (unit is vacant/in move-in condition)**
- **Type of unit House/Apartment**
- **If Unit is subsidized**
- **Utilities and Appliances (do not leave blank)**

[] DO NOT submit RFTA unless unit is VACANT/or in move-in condition; otherwise, you will be asked to come pick the RFTA back up.

Once RFTA is complete and PHA has all required information the process will begin. Processing time ranges based on affordability, rent reasonableness, and inspections needed; all repairs must pass on follow up inspections.

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Notice to all Current Clients Moving

SECURITY DEPOSITS

The amount of the security deposit shall be lesser or equal to one (1) month's rent.

LANDLORD REQUEST

Landlords may request information about you; we may provide the following to Landlords at their request:

- **Your current address**
- **Your current Landlord's name and address**
- **Your previous address**
- **Your previous Landlord's name and address**
- **Information regarding previous tenancy as a Section 8 client**
- **Information regarding criminal activities or drug trafficking by family members**

DAMAGE CLAIMS

Your new owner may no longer claim reimbursement from the Housing Authority for damages or other amounts owed by the tenant under the lease. You are responsible for the cost of all tenant-caused damages. *Damage claims are not available.

VACANCY PAYMENTS

Your new owner may no longer claim reimbursement from the Housing Authority for Vacancy payments. You are responsible for any non-paid rent to the owner.

HOUSING QUALITY STANDARDS

If the family has caused a breach of the HQS, the Housing Authority may terminate assistance for the family. You are responsible for the repairs of any HQS violation(s) caused by you, your family, or your guest.

TERMINATIONS

The Housing Authority may terminate a client for serious or repeated violations of the Lease. The Housing Authority may terminate assistance at any time if any member of the family commits fraud, bribery, or any other corrupt or criminal act.

The Housing Authority must terminate assistance if any member of the family fails to sign and submit consent forms for obtaining information.

PLEASE BE SURE TO READ YOUR FAMILY OBLIGATIONS ON THE BACK OF YOUR VOUCHER!

Signature (Head of Household) Date

PHA Representative Date

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Jackson County Housing Authority

JACKSON COUNTY AUTHORITY LANDLORD'S

HOUSING CHOICE VOUCHER DISCLOSURES AND CERTIFICATION

The following certifications and representations are made concerning the application for HCV certification of the property located at: _____ (Unit).

OWNER AND AGENT'S CERTIFICATIONS:

1. **The Unit is owned by_____ and record title at the County Recorder's Office for the Unit is held in the name of:**

   _____
2. **The Unit is not subject to any outstanding City and County code violations and has not been cited for any code violations within the last 12 months.**
3. **The Owner and/or Agent have not been disbarred, suspended or subject to a limited denial of participation by HUD.**
4. **There are no contracts, agreements, or understandings concerning control, ownership, leases, installment contracts, loans, options to purchase, rights of first refusal or other agreements concerning the Unit with any individual, partnership, or other entity, organization or group that has been denied participation in the HCV program or other PHA program or contract, or which has been established or entered into to hide the true ownership and control of the property for the purpose of evading or avoiding the enforcement of the PHA's program requirements or policies.**
5. **If an Agent is executing this document on behalf of an Owner, the Agent expressly warrants that the Agent is fully authorized to execute this document on behalf of the Owner.**

THE OWNER OR AGENT ACKNOWLEDGES AND AGREES TO:

1. **That the contract to be entered into between the PHA and the Owner for the Unit is expressly subject to the HCV Administrative Plan and all other regulations, rules and policies affecting the HCV program.**
2. **The Owner or Agent agrees to cooperate with the PHA and County of Jackson code or law enforcement agencies concerning PHA, and City policies, rules, ordinances, regulations, or laws concerning any of the Owner or Agent's properties involved in the PHA program.**
3. **That by submitting this certification to the PHA, all the Owner's property that is currently under contract under the Section 8 program, or any other PHA programs will, as of the date of the execution**

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of this Agreement, by subject to and governed by all the terms and conditions of PHA's HCV Administrative Plan, as well as other policies and requirements of the PHA whether the Unit is subsequently approved for the HCV program or other PHA programs.

4. **The Owner has given this Certification and has also agreed to bring any other properties that are currently under contract with the PHA within and under current HCV Administrative Plan and other PHA policies, rules, and regulations as additional consideration for the PHA considering and/or approving the Unit for participation in the Housing Choice Voucher Program.**
5. **This Agreement expressly amends all existing contracts between the Owner and the PHA by incorporating the PHA's current policies and procedures, including the HCV Administrative Plan, including any subsequent amendments to the PHA HCV Administrative Plan, policies, rules, and regulations.**

If any certification or disclosure is discovered to have been false or erroneous, the PHA may terminate the certification of the Unit and any other Owner's units in the Housing Choice Voucher Program. The PHA may also demand a refund and reimbursement of all payments made to the Owner/Agent for the Unit because of the erroneous or fraudulent information or conduct if the PHA would have denied participation in the program if it had known of the information at the time of the request for certification of the Unit.

The Owner also agrees to pay all attorneys' fees and cost incurred because of a breach of this Agreement by the Owner of Agent.

OWNER/AGENT	**DATE**
PHA REPRESENTATIVE	**DATE**

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department of Agency of the U.S. as to any matter within its jurisdiction. False statements are punishable under Federal Law and can result in substantial fines and/or imprisonment.

Jackson County Housing Authority

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, owners must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Owner's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (in) or (ii) below):

(i)_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____

_____

(ii) _____Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the owner (check (i) or (ii) below):

(i)_____Owner has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

_____

(ii) _____Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

(c) _____ Tenant has received copies of all information listed above.

(d)_____ Tenant has received the pamphlet *Protect Your Family from Lead in Your Home.*

PHA's Acknowledgment (initial)

(e)_____Agent has informed the owner of the owner's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____

Owner Date

_____

Tenant Date

_____

PHA Representative Date

Office Use Only

Office Use Only

RFTA Received:	Client: Address:

DATE	Notes	PHA Rep

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Jackson County Housing Authority
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

Jackson County Housing Authority's mission to provide quality, affordable housing is accomplished through federal funding from Housing and Urban Development. This funding requires that we obtain certain information from our vendors. The Authority protects your private information and promises that the information will never be published or used for any other purpose than to pay you. ***Please complete the sections below, sign and return via the email or fax number listed.***

RETURN FORM TO: kherrin@jcha-il.org **FAX NUMBER:** (618) 684-3222

SECTION I JACKSON COUNTY HOUSING AUTHORITY

ADDRESS	300 NORTH 7TH STREET MURPHYSBORO, IL 62966
AGENCY EIN 37-6019282	TELEPHONE NUMBER (618) 684-3102

SECTION II PAYEE/COMPANY INFORMATION

NAME (AS SHOWN ON YOUR INCOME TAX RETURN)

BUSINESS NAME/DISREGARDED ENTITY NAME or DBA, IF DIFFERENT THAN ABOVE

TYPE OF TAX IDENTIFICATION NUMBER ☐ SOCIAL SECURITY NUMBER (or) ☐ EIN

ENTER TAX IDENTIFICATION NUMBER

ADDRESS/CITY/STATE/ZIP

CONTACT PERSON NAME

EMAIL

TELEPHONE NUMBER | FAX NUMBER

REMIT TO ADDRESS

CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required)

☐ Individual/ Sole Proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate

☐ Limited Liability Company Enter tax classification (C=C corporation, S=S corporation, P= Partnership) _____ Exempt payee ☐

☐ OTHER (Other entities. Enter your business name below as shown on required federal tax documents "Name" line. *This name should match the name shown on the charter or other legal document creating the entity.* You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.)

PURCHASE ORDER ADDRESS/CITY/STATE/ZIP

EMAIL

TELEPHONE NUMBER | FAX NUMBER

SECTION III (Optional) FINANCIAL INSTITUTION INFORMATION - To receive payments by ACH

BANK NAME (Branch City, State)

ACH COORDINATOR NAME | TELEPHONE NUMBER

NINE-DIGIT ROUTING TRANSIT NUMBER

DEPOSITOR ACCOUNT TITLE

DEPOSITOR ACCOUNT NUMBER | LOCKBOX NUMBER

TYPE OF ACCOUNT ☐ CHECKING ☐ SAVINGS ☐ LOCKBOX

SECTION IV SOCIO-ECONOMIC INFORMATION

Type of Business	☐ *Large Business-No Socio-Economic Designations* ☐ *Minority* ☐ *SmBusiness* ☐ *Sm-Disadv/Minority* ☐ *Sm-Disadv Only* ☐ *SmMin Only*
Sm-Disadvantaged Business Prog	☐ 8 (a) Firm HUBZone Program ☐ *HUBZone Eligible* ☐ *Emerging Small Business* ☐ *Women-Owned Business*
Other Preference Programs	☐ Buy Indian ☐ *Directed to JWOD Non-Profit* ☐ *No Preference/Not Listed* ☐ *Small Business Set-Aside* ☐ *Very Small Business Set-Aside*
Veteran Owned Status	☐ *Non-Vet Owned SmBus* ☐ *Other Vet Owned SmBus* ☐ *Serv-Disabled Vet Other Bus* ☐ *Serv-Disabled Vet Owned SB* ☐ *Vet-Owned Other Bus*
Size of Business	☐ *(A) 50 or less* ☐ *(B) 51-100* ☐ *(C) 101-250* ☐ *(D) 251-500* ☐ *(E) 501-750* ☐ *(F) 751-1,000* ☐ *(G) Over 1,000* ☐ *(M) 1 million or less* ☐ *(N) 1.1-2 million* ☐ *(P) 2.1-3.5 million* ☐ *(R) 3.1-5 million* ☐ *(S) 5.1-10 million* ☐ *(T)10.1-17 million* ☐ *(Z)Over 17 million*

SECTION V CERTIFICATION OF DATA BY PAYEE/COMPANY

NAME | TITLE/POSITION

SIGNATURE | DATE | TELEPHONE NUMBER

Instructions for Completing
Jackson County Housing Authority
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

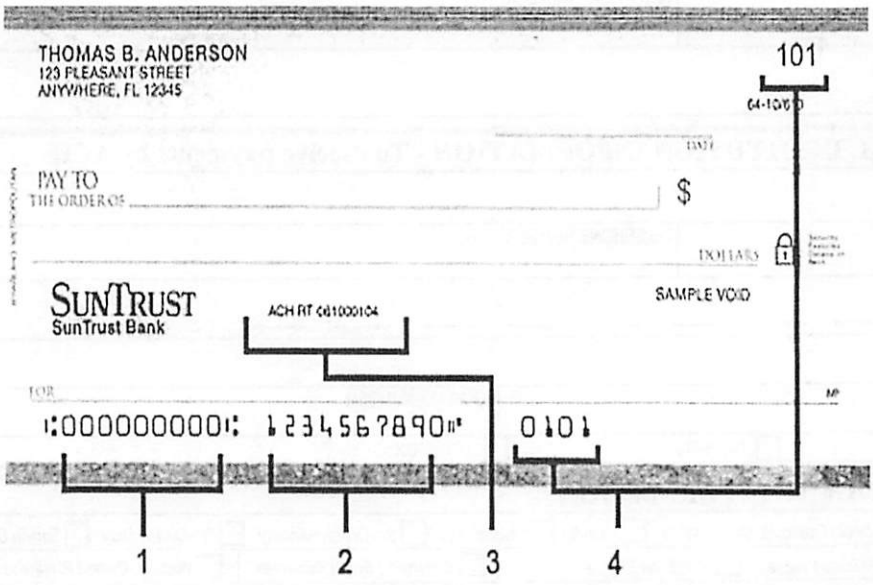
Section I - Agency Information – Includes the name and address, agency identifier, and telephone number for the Jackson County Housing Authority.

Section II - Payee/Company Information – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

Section III - Financial Institution Information – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

ACH Account Information Located on a Check or Deposit Ticket

FINANCIAL INSTITUTION NAME	name of the financial institution to which the payments are to be directed
ROUTING TRANSIT NUMBER (RTN)	financial institution's 9 digit routing transit number; *found on the bottom of a check or deposit ticket or from your Financial Institution*
ACCOUNT TITLE	employee's or vendor's name on the account
ACCOUNT NUMBER	account number at the financial institution



1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with ***SunTrust Bank***.
4. Check number – This information is not necessary - do not provide

Section IV - Socio-Economic Information – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at http://www.sba.gov/.

Section V - Certification of Data By Payee/Company – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.

HOUSING ASSISTANCE PAYMENT CONTRACT & LEASE SIGNING

The HAP contract is a written agreement between the PHA and the Owner of the unit that will be occupied by a Housing Choice Voucher program participant. The HAP contract must be in the form prescribed by HUD (Housing and Urban Development). Under the HAP contract, the PHA agrees to make housing assistance payments to the Owner on behalf of the participant family leasing a specific unit.

The term of the HAP contract must run concurrently with the term of the lease. In some cases, a family may already be in a unit prior to HAP execution (lease in place) and has already signed a lease with the Owner. In this situation the PHA must request that the Owner and tenant sign a new lease so that the HAP contact and lease can be executed simultaneously.

After the HAP contract and lease are signed the PHA makes the initial HAP payment and continues to make monthly payments to the Owner if the family continues to meet eligibility criteria, the housing unit continues to meet housing quality standards, the tenant resides in the unit and the Owner follows the HAP contract.

The portion of the rent to the Owner that the tenant pays may not be more that the difference between the rent to Owner and the housing assistance payment. The Owner may not demand or accept any excess payments from the tenant and must return any such payments to the tenant.

The family is not responsible for payment of the portion of rent to the Owner covered by the housing assistance payment. The PHA, likewise is not responsible for any portion of the family share, including family rent to Owner.

EQUAL HOUSING OPPORTUNITY

HCV
Payment Standards
Jackson County, IL
Effective November 1, 2021

Bedroom Size	Payment Standard
0	$528
1	$604
2	$795
3	$1041
4	$1161
5	$1335

The above payment standards are effective for all new lease-ups, move arounds, rent increases, and for current participant's annual re-examinations. Payment Standards are reviewed and implemented on November 1st each year.

EQUAL HOUSING OPPORTUNITY

JACKSON COUNTY HOUSING AUTHORITY PROCEDURES —

Housing Choice Voucher REQUEST FOR RENT INCREASE:

1. **The Landlord must notify the participant of the new rental amount in writing 60 days prior to the effective date, and the participant must respond in writing, approving the request. The notice must spell out the new rental amount and the effective date. The signature of both parties must be on the notice and the notice must be dated.**
2. **The current year annual inspection must be completed prior to initiating a rent increase.**
3. **The Landlord is to submit a copy of the notice to the Department Director, at which time it will be given to the Compliance Coordinator, who will document the participant file.**
4. **The HCV Director will issue a Rent Reasonableness Worksheet to the Inspector. An inspection is not required if the current annual inspection has been completed.**
5. **The inspector will complete the worksheet along with comparable to validate the new requested amount and forward both to the HCV Director and Compliance Coordinator.**
6. **A copy of Rental Increase Addendum will be sent to the landlord and in the participant's, file following the procedures as directed by the sample file.**

If the Inspector deems the new increase is not reasonable the reason(s) must be documented. The HCV Director will forward a letter to the Landlord notifying him/her that the request is denied. Both parties must sign off on a Rental Increase Addendum.

PLEASE NOTE! PRIOR TO APPROVING ANY RENT INCREASE FOR LANDLORDS, YOU MUST FIRST BE SURE FUNDING IS AVAILABLE TO SUPPORT RENTAL INCREASE.

REQUESTING A RENT INCREASE

- The rental increase agreement must be submitted to the Housing Authority in writing.
- The rent increase agreement must be signed by both parties.
- The request must be submitted to the Housing Authority at least 60 days prior to the requested effective date.
- A rent increase can only be granted once in a calendar year.
- The increase agreement must contain the following:
  - The name of the Owner
  - The address of the unit
  - The tenants name
  - The amount of the increase you are requesting
  - The effective date of the increase

  The Owner must follow all provisions of the HAP contract including HQS.
- The requested amount must meet the rent reasonableness for the area.

EQUAL HOUSING OPPORTUNITY

Jackson County Housing Authority

RENT INCREASE FORM

Date: _____

Attn: Housing Choice Voucher Director

I am the owner of the residence at,_____ and I am requesting a rental increase on my unit. The current rent amount is, _____ and the proposed rent requested is _____. Request to be effective on _____ .

- **I am fully aware that all increases must be received at least 60 days prior to the effective date of the request and must be approved by the Housing Authority before making any changes to the tenant's lease.**
- **I understand that my request for the increase will not include any changes to the tenant's utilities.**
- **If any increase should go over the payment standard it will remain the client's rent portion regardless of any future income changes.**
- **The current year Housing Quality Standard inspection must be completed and in compliance with all provisions of the Housing Assistance Payment contract.**
- **The request must meet rent reasonableness for the area. IF the Inspector deems the new increase is not reasonable, the reason(s) will be documented and will be denied.**

After the review is completed by the Housing Authority a decision will be made in writing and mailed within 30-40 days of the request. I understand that the increased rent amount may increase the amount that the tenant pays and not the amount of the subsidy payment. By signing this document, I agree to the proposed rent amount. I have read and understand the policy as it is written above

Owner's Full Name: _____ _____

(Please Print)

Signature: _____

Tenant's Full Name: _____

(Please Print)

Signature: _____

***PLEASE NOTE: RENT INCREASES CAN ONLY BE APPOVED IF FUNDING IS AVAILABLE.**

EQUAL HOUSING OPPORTUNITY

REPORTING LANDLORD CHANGES

CHANGE IN OWNERSHIP

■ CURRENT OWNER

0 Must contact the Housing Authority at least 60 days prior to the sale of the property with the new Owners name, contact information, and closing date.

■ NEW OWNER

❍ Must make an appointment with the Leasing Specialist to sign a new HAP contract.

❍ New Owner must provide proof of Ownership (deed, closing statement) at the time of the appointment or no contract can be signed.

AGENT OR PROPERTY MANAGEMENT CHANGES

- Owner must provide in writing to the Housing Authority the name, address & phone number of the new agent or manager and the effective date of the change.
- Owner must contact the Housing Authority to see if a new HAP contract need to be signed.
- Owner must provide to the Housing Authority a copy of the Management Agreement signed by both the Owner and the managing entity.

ADDRESS CHANGES

- All address changes must be submitted in writing to the Housing Authority along with a copy of a photo ID.

EQUAL HOUSING OPPORTUNITY

HOUSING CHOICE VOUCHER-LANDLORD CHANGE REQUEST FORM

DATE: _____

PRINT FULL NAME OF OWNER: _____

COMPANY NAME (IF APPLIES): _____

SIGNATURE: _____

PHONE NUMBER: _____

*LANDLORD MUST PROVIDE PHOTO ID FOR VERIFICATION TO MAKE CHANGES

**ALL CHANGES REQUESTS MUST ALSO BE PUT IN WRITING AND ATTACHED TO THIS FORM

SELECT TYPE OF CHANGE:

[] ADDRESS CHANGE ONLY [] CHANGE OF PAYEE

OWNER NAME or BUSINESS AS IT APEARS ON THE W-9

_____

SOCIAL SECURITY NUMBER or TAX I.D. NUMBER: _____

O W N E R S O L D M A I L I N G A D D R E S S :

CITY, STATE, AND ZIP CODE: _____

O W N E R S N E W M A I L I N G A D D R E S S :

CITY, STATE, AND ZIP CODE: _____

NEW PAYEE NAME OR COMPANY: _____

NEW SOCIAL SECURITY NUMBER OR TAX I.D. NUMBER: _____

FOR NEW PAYEE ONLY PLEASE COMPLETE A NEW W-9, ATTACH COPY OF PHOTO ID, TAX ID LETTER FROM IRS OR SOCIAL SECURITY CARD (WHICH EVER APPLIES TO THE CHANGE) NO CHANGES TO PAYEE WILL BE MADE UNTIL ALL INFORMATION IS RECEIVED.

(TO GET A COPY OR YOUR TAX ID LETTER PLEASE VISIT WWW.IRS.GOV)

EQUAL HOUSING OPPORTUNITY