

Section 8 Housing Choice Voucher Program

The Landlord Handbook

OHIO VALLEY OPPORTUNITIES

421 Walnut Street
P.O. Box 625
Madison, IN 47250
(812) 265-5858

Program Director: Sondra Fewell (sfewell@ovoinc.org)
Housing Choice Voucher Program Specialist: Angel Snell (asnell@ovoinc.org)

February 10, 2016

Section 8 Housing Choice Voucher Program

The Landlord Handbook

Introduction to the Program

The Section 8 Housing Choice Voucher Program (HCVP) is federally funded and administered locally by a Housing Authority. The U.S. Department of Housing and Urban Development (HUD) determines the rules and regulation for the program. The program provides rental assistance that is paid directly to landlords on behalf of low-income families residing in approved rental units. The program provides for family mobility, and the family is entitled to transfer its voucher anywhere in the United States that has a Housing Authority to administer the family's assistance.

The success of the program depends on the Indiana Housing and Community Development Authority (IHCDA) partnering with the families and landlords who have decent, safe, and sanitary rental units.

The Housing Authority's goal is to provide excellent service to the families and landlords participating in the Housing Choice Voucher Program. IHCDA and your local 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 your local Housing Authority if you have any questions. **This handbook will provide you with basic information on the program and your responsibilities in order to maintain assistance. Please read through this handbook carefully to ensure you thoroughly understand how the Housing Choice Voucher Program works and what you need to do in order to remain in good standing.**

Your Local Subcontracting Agency

Ohio Valley Opportunities, Inc.

Physical Address: 421 Walnut Street, Madison, IN 47250

Mailing Address: P.O. Box 625, Madison, IN 47250

Phone: (812) 265-5858

Fax: (812) 265-5850

Point of Contact:

Sondra Fewell

Housing Choice Voucher Program Director
sfewell@ovoinc.org

Angel Snell

Housing Choice Voucher Program Specialist
asnell@ovoinc.org

OVO provides all of its services without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.

Responsibilities—The Landlord, the Tenant, the Housing Authority

The Landlord

- **Screen** families who apply to determine if they will be suitable tenants. OVO can supply you with the current and previous address and can also verify income eligibility for the Housing Choice Voucher Program. *OVO will not be able to provide a reference for the family as to their expected behavior as a tenant.*
- **Consider** a family's background regarding factors such as:
 - Paying rent and utility bills
 - Care of the rental property (some landlords schedule home visits at the unit where the tenant currently resides to see how well they keep house)
 - Respecting the rights of others to peaceful enjoyment of their residences
 - Engaging in drug-related or other criminal behaviors
 - Compliance with other essential conditions of tenancy
- **Comply** with the terms of the Housing Assistance Payments (HAP) Contract with OVO.
- **Collect rent** due by the tenant.
- **Enforce** the lease terms and report non-compliance to caseworkers here at OVO.
- **Practice** nondiscrimination
 - For all rental properties, landlords are subject to 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, religion, 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, we can furnish you with additional information pertaining to fair housing requirements.
- **Review** the lease agreement carefully with the family.
- **Maintain** the housing unit by making necessary repairs in a timely manner.
- **Provide** reasonable modifications for disabilities. A landlord cannot discriminate against a disabled tenant. Landlords should be aware of their obligations to make reasonable modifications to a rental unit for a disabled tenant at the tenant's expense. Such modifications are required in the private rental market by the Fair Housing Act.
- **Notify** OVO immediately if a tenant moves or vacates a unit in violation of their lease.
- **Notify** OVO of any unauthorized occupants in the unit.

The Tenant

- **Find** a place to live that is suitable for their family and qualifies for the program.
- **Maintain** and care for the housing unit.
- **Pay** their portion of rent on time in accordance with the terms of the lease.
- **Comply** with the terms of the lease and the family obligations of the Housing Choice Voucher Program.

- **Maintain** utilities services that are to be provided by the tenant. If the tenant fails to do so, the unit will not meet Housing Quality Standards. In that case, the tenant will be given a notice to restore service within 24 hours or risk losing assistance.
- **Repair** any damages to the unit or premises beyond normal wear and tear *even if a guest causes them*. If the tenant does not fulfill their obligations for the repair of damages, as stated in the lease, assistance may be terminated.
- **Allow** OVO to inspect the unit at reasonable times and after reasonable notice.
- **Notify** the landlord and OVO in writing prior to moving or vacating a unit or terminating the lease.
- **Submit** promptly a copy of any eviction notice received from the landlord.
- **Use** the unit primarily as a residence and as his or her only residence.
- **Inform** OVO of any changes in family composition, including birth, adoption, foster parenting, live-in aides, and court-awarded custody and **request** approval to add or remove any occupants of the unit.
- **Not sublease** part or all of the unit.
- **Notify** OVO of any extended absences from the unit.
- **Not own** or have interest in the unit.
- **Not commit** fraud, bribery, or any other corrupt or criminal act in connection with the program.
- **Not engage** in drug-related or violent criminal activity or sexual offenses. In addition, he or she may not abuse alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of the premises by other residences.
- **Not receive** additional housing subsidy for the same unit or a different unit under any other federal, state, or local housing assistance program while on the Housing Choice Voucher Program.

OVO—The Local Subcontracting Agency

- **Review** all applications to determine eligibility for the program.
- **Explain** all the rules of the program to families who qualify.
- **Issue** housing vouchers.
- **Approve** the unit, the landlord, and the tenancy.
- **Make Housing Assistance Payments** to the landlord in a timely manner.
- **Ensure** that tenants, landlords, and the unit continue to qualify under the program guidelines. Program rules do not include the lease, which is the responsibility of the landlord.
- **Provide** tenants and landlords with prompt, professional service and support.
- **Provide** a reasonable accommodation to a disabled family member, upon request.
- **Provide** all services without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.

Program Eligibility for Tenants

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

- Meet income guidelines
- Have no drug-related or other criminal activity within the last five years

- Be a citizen or have evidence of eligible immigration status
- Have no sex offenses
- Have no evictions from federally assisted property in the last five years

When a family is determined to be eligible for the program and funding is available, we will issue a Housing Choice Voucher. The family receives the voucher at the mandatory tenant briefing. Afterwards, the family will begin to look for an available and qualified unit.

Determination of Voucher Payment Standard and Unit Size

The Payment Standard is established by the Indiana Housing and Community Development Authority (IHCDA). The payment standard is based on Fair Market Rents established by the U.S. Department of Housing and Urban Development (HUD). It is based on the cost of housing and utilities for your area. It also depends on the family composition and bedroom size of the units. For example, the payment standard is higher for families requiring three (3) bedroom units than for families requiring one (1) bedroom units.

The following chart lists the Voucher unit size required properly to accommodate a family of a given size.

Voucher/Bedroom Size	Maximum Persons
0 Bedrooms	1
1 Bedroom	2
2 Bedrooms	4
3 Bedrooms	6
4 Bedrooms	8
5 Bedrooms	10

Note: No more than two persons should share a bedroom or living/sleeping space. Adult persons of the opposite sex, other than a spouse or two consenting adults, are not required to occupy the same bedroom. Families may select smaller units than listed on the Voucher if the unit selected has at least one sleeping or living/sleeping room for each two persons in the household. The smaller payment standard will be used for the unit size. IHCDA may grant exceptions to the standards if circumstances presented by the family warrant an exception.

Tenant Approval by the Landlord

As the landlord, you must approve any family as a suitable renter. Even though an assisted family is determined by OVO to be eligible for the program, we do not screen families for suitability as renters. That is your responsibility as the landlord.

You must employ the same methods 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 on race, color, age, religion, sex, familial status, disability, or any other discriminatory factors.

Selection Process

Review the voucher. Check the expiration date to determine whether the voucher is still valid. Vouchers expire 60 days after their issuance unless OVO has extended it. Check the unit bedroom size for which the family or individual has been approved. Both the expiration date and approved bedroom size will be stated on the voucher.

Screen the tenant. 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.

Complete the “Request for Tenancy Approval” Form. OVO will know that you have approved the family when you complete this form and it is submitted to our office.

****Note:** You cannot be related to any member of the tenant’s family.

Tenancy and Unit Approval by the Housing Authority

Once OVO receives the “Request for Tenancy Approval,” we will review it and determine if the tenant qualifies for the unit. We will then schedule a Housing Quality Standards inspection with you and the tenant. You or a representative for you should be present during the Housing Quality Standards inspection.

If the tenant chooses a unit and their share exceeds 40% of their monthly-adjusted income, OVO is not permitted to approve tenancy.

As the landlord, you should:

- Take advantage of this opportunity to meet the inspector and discuss the various aspects of the inspection. It will help you to learn more about Housing Quality Standards so that you will know how best to prepare for future inspections. Once the inspection is complete, you will have a better idea of what the inspector is looking for.
- Review the following section for information on Housing Quality Standards as you evaluate your rental unit. Please 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 living 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.

Housing Quality Standards Checklist

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 child under six (6) will occupy a dwelling unit constructed before 1978, the unit must be lead safe.

Kitchen

- Is there a kitchen?
- Is 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 or adequately treated?
- Is there a working oven and 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, permanently installed washbasin 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?
- 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 that opens? 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?
- In units occupied by the hearing impaired, is there an appropriate flashing alarm system connected to the smoke detector?
- Is there a working smoke detector adjacent to or in bedrooms installed according to code?

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?
- Do all stairs with four (4) or more steps have a railing?
- 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 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 free of sewer backup?

General Health and Safety

- Is there at least one smoke detector on each level, including the basement?
- Can the unit be entered without having to go through another unit?
- Is there an alternate fire exit from the building that is not blocked and 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 or drip tube 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, OVO will re-inspect the unit. We are 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, they are 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.

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 this program, rents must be reasonable and comparable to those charged for similar unassisted units. OVO bases the determination of rent reasonableness and comparability on the unit inspection report and rental market information.

Leasing Process

Once the unit passes inspection, you will enter a Housing Assistance Payments (HAP) Contract with OVO and a lease with the tenant. HUD requires that any lease signed by a Housing Choice Voucher Program tenant must include the HUD Tenancy Addendum, and OVO must approve the tenancy before the lease is signed.

You must submit a copy of your lease to us along with the Request for Tenancy Approval form. We will review the lease to make sure it does not contain any provisions that conflict with program rules or 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 security deposit
- Renewal terms

Note: You 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 OVO receives the signed Housing Assistance Payments Contract and executed lease from the landlord, the first payment will be made. OVO 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.
- Tenant resides in the unit.
- You are in compliance with the contract.

The family is responsible for paying the difference between the OVO payment amount and the total rent for the unit. It is your responsibility to collect any portion of the rent payable by the family and otherwise enforce the lease.

HUD Required Annual Activities

There are two HUD-required annual activities:

- Recertification of family income and household composition
- Inspection of housing units

Recertification

HUD requires that all families be reviewed annually to determine continued program eligibility and the appropriate amount of assistance. Each family is required to furnish information to OVO about 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 to the landlord may change, but the total amount received by the landlord from both OVO and the tenant will not be affected.

Annual Inspection of Units

OVO must inspect every unit at least once a year. We will provide advance written notice to the landlord and tenant 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 tenant is responsible for the repair of any damage beyond normal wear and tear.

Abatement of Payments

According to the Housing Assistance Payments Contract, the landlord is responsible for ensuring that the unit meets Housing Quality Standards during the entire term of the HAP Contract. If at any time it is determined that the unit does not meet Housing Quality Standards, OVO will notify the landlord in writing and provide reasonable time for repairs. If the repairs are not made within that time, we may terminate the assistance.

Rent Increases

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

Other Changes

If you and your tenant agree to any changes in the lease, the changes must be in writing, and you must immediately submit a copy of the changes to OVO. The following *will* require you and your tenant to request OVO approval of a new Housing Assistance Payments Contract:

- Any changes in lease requirements governing tenant or landlord responsibilities for utilities or appliances
- Any changes in the terms of the lease
- Any moves from one unit to another (including moves to a different unit within the same building or complex)

Contract Terminations

The Housing Assistance Payments Contract is an agreement between you and OVO. It runs concurrently with the lease and terminates automatically when the lease terminates.

Termination of Tenancy by Landlord

During the term of the lease, you 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
- Violation of Federal, State, or Local law that imposes 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 tenant to accept the offer of a new or revised lease
 - Tenant history of disturbance of neighbors, destruction of property, or living and housekeeping habits resulting in damage to the unit or premises
 - Your 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

You may not terminate for “good cause” during the initial term of the lease unless the cause is something that your tenant did or failed to do. At the end of the initial term or at the end of any successive definite term, you may terminate the lease without cause.

You may evict a tenant only by instituting a court action. You must give your tenant written notice of the grounds for termination of tenancy at or before the commencement of the eviction action. The notice may be included in or combined with any eviction notice you give to the tenant. You must also give a copy of the eviction notice to OVO.

Termination of Tenancy by Tenant

The tenant may terminate tenancy in accordance with the lease and Tenancy Addendum. Your tenant must give you and OVO written notice of termination of tenancy before moving from the unit.

If your tenant is moving to another unit with voucher assistance, you will be asked to complete a “Tenant in Good Standing” form provided by OVO. If the tenant is not in good standing with you, the tenant may not be issued a voucher to use elsewhere and their assistance will terminate.

Termination of Housing Assistance by OVO

If we terminate program assistance to a tenant, the Housing Assistance Payments Contract for the tenant terminates automatically. We will provide you with written notice of termination of assistance. Rental assistance can be terminated if a tenant fails to fulfill his or her obligations under the program or if the tenant seriously or repeatedly violates the lease. A Housing Assistance Payments Contract may also end when a tenant’s income increases to the point that an assistance payment to you is no longer necessary. If this should happen, the tenant has six months to report a deduction in income in order to restore assistance payments again.

Breach of Contract

Any of the following actions by you will be considered a breach of the Housing Assistance Payments Contract:

- Violating the terms of the Housing Assistance Payments Contract
- Failing to fulfill any landlord obligations under the HAP Contract, including Housing Quality Standards
- 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 the HAP Contract
- Engaging in any drug-related or violent criminal activity
- Engaging in sexual offenses resulting in registering as a sex offender

Criminal Activity

You or OVO 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 and sex offenses.

Change of Ownership

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

Disapproval of a Landlord

We may disapprove a landlord if:

- We have 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 tenant's 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 the 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 the Housing Choice Voucher Program or any other HUD program for activity by the tenants, household members, or guests that:
 - Threatens the right to peaceful enjoyment of the premises by other residents
 - Threatens the health or safety of other residents or an OVO employee
 - Threatens the health, safety, or right to peaceful enjoyment of their premises by residents in the immediate vicinity
 - Is a 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 to Participation

Participating 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 the unit is available.

The Housing Choice Voucher Program compliments many key property management principles regarding tenant selection and lease enforcement, and it has helped many property managers 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.