

# Section 8 Housing Choice Voucher Program

## The Tenant Handbook

### **OHIO VALLEY OPPORTUNITIES**

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### 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

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#### Point of Contact:

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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 Tenant, the Landlord, the Housing Authority

### The Tenant

- **Provide** OVO with complete and accurate information.
- **Attend** all appointments scheduled with OVO.
- **Find** a place to live that is suitable for your family and qualifies for the program.
- **Maintain** and care for your housing unit.
- **Pay** your 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 you fail to do so, the unit will not meet Housing Quality Standards. In that case, you 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 you do not fulfill your obligations for the repair of damages, as stated in the lease, assistance may be terminated.
- **Supply** any information that OVO or HUD determines is necessary for the administration of the program or for certifying or recertifying. This includes evidence of citizenship or eligible immigration status and information about family income and household composition. Any information provided to OVO must be true and complete.
- **Submit** social security cards and birth certificates for all members of the household and sign and submit consent forms allowing OVO to obtain information.
- **Provide** photo identification for all adult household members.
- **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 your 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 the entire 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, you 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.

### The Landlord

- **Screen** families who apply to determine if they will be suitable tenants.
- **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.
- **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 at the tenant's expense, as required 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.

### 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.

## Further Notes on Tenant Responsibilities

An important responsibility is to always keep OVO updated on your household status. In other words, OVO must be notified whenever there is a change in your household income, composition, or assets.

**Failure to report a change within fifteen (15) days of its occurrence may result in termination of your rental assistance benefits and/or repayment of housing assistance payments. WHEN IN DOUBT, CALL OVO!**

## Reporting Procedures

You must report changes in **writing** to OVO. You may give the information directly to one of our caseworkers at our office or mail the information. The information will be placed in your file, and you will be notified if more information is needed or if there are any changes to your assistance.

<b>Changes in income include, but are not limited to:</b>	<b>Changes in household composition include, but are not limited to:</b>	<b>Changes in assets include, but are not limited to:</b>
New job	New baby	New bank accounts
Termination of job	A death in the family	Changes in banks or accounts
Pay raise or overtime pay	Any person who lives with you (sleeps, eats, bathes in your unit) must be reported. A guest must have another residence and is limited on the number of days per year he/she can stay with you	Inheritance
Child or spousal pay	Any person who moves out of your unit	Stocks, bonds, or certificates of deposit
Pension, SSA, and SSI	Additions to your household (you must always obtain your landlord's and OVO's approval before someone moves in)	Insurance settlement
Any lump-sum payments		Life insurance settlement
Regular payment of bills or other expenses by someone not living in the assisted household		Life insurance with a cash value
Regular monetary or nonmonetary gifts by someone not living in the assisted household		Gifts
Business income		Collections for investment, such as stamp or coin collections
		Annuities
		Lottery or gambling winnings

## Program Eligibility for Tenants

To be eligible for the Housing Choice Voucher Program, you 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 you are determined to be eligible for the program and funding is available, we will issue a Housing Choice Voucher. You will receive the voucher at the mandatory tenant briefing. Afterwards, you will begin to look for an available and qualified unit.

Income and employment information reported by assisted households is compared to the income and employment information reported to HUD's Enterprise Income Verification (EIV) System. If there is a

discrepancy between the income and employment information reported by you to OVO and the income and employment information reported to HUD's EIV System by employers and agencies providing benefits, it will be your responsibility to verify the information is inaccurate. We will take the appropriate action if it is found that the income and employment information was not reported, underreported, or reported late.

## Tenant Rules and Policies

Your participation in the rental assistance program may be terminated if you or any member of your household commits any of the following violations:

- Fail to allow OVO to inspect your unit at a reasonable time after you have received reasonable notice
- Commit serious or repeated violations of the lease
- Fail to notify OVO and your landlord in writing at least thirty (30) days before you move out of your unit
- Fail to promptly give OVO a copy of any eviction notices received from your landlord
- Reside in another residence other than the assisted unit
- Allow people not approved by OVO to reside in your unit. OVO must approve any new residents before they move in, and you must report immediately if anyone moves out of your unit
- Fail to notify and receive OVO's approval prior to taking in a foster child or a live-in aide
- Fail to receive OVO's and your landlord's approval before engaging in a legal profit making business activity in the unit. These activities by family members may be allowed if they are incidental to the primary use of the residence.
- Sublease, assign, transfer, or otherwise re-rent all or parts of the unit
- Withhold rent without OVO's knowledge and permission
- Fail to supply any information or certification requested by OVO to verify that: (1) your family is living in the unit or (2) your family is absent from the unit, including any information or certification on the reason(s) for the absence. OVO must be notified within fourteen (14) days of any absence from the unit.
- Own or have any financial interest in the unit
- Receive other federal, state, or local housing subsidies for the unit
- Fail to: (1) supply any information that OVO or HUD deems necessary, (2) disclose and verify social security numbers, (3) sign and submit consent forms to obtain information, or (4) notify OVO in writing when the family is away from the unit for an extended period of time
- Provide information that is untrue and/or incomplete
- Commit fraud, bribery, or any other corrupt or criminal act in connection with the program
- Participate in illegal drug, violent criminal activity, or sex offenses
- Rent a unit from an owner who is your or any member of your family's parent, stepparent, child, grandparent, sister, or brother, unless you receive OVO approval that the unit would provide reasonable accommodation for a family member with disabilities

## 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 your family's composition and the 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.

## Finding a New Unit

As you search for suitable housing, try to select a place that meets your family's needs, because you must remain at the new location for at least one year.

**Schools.** If you have school-aged children, consider the various school districts that are available, as well as the distance from the housing unit to the school.

**Safety.** Consider the neighborhood and its surroundings. Avoid high crime areas.

**Work.** Consider the distance between your workplace and the location of the housing unit.

**Childcare.** Consider childcare availability in the area of the housing unit. If you work, what is the distance between the housing unit, the childcare provider, and your work location?

**Public Transportation.** If you do not have a vehicle, is there access to public transportation in the area of the housing unit?

**Premises and Neighborhood.** Is there a place to play outside safely? Is the unit in a high crime area? What is the general condition of the neighborhood? Are you close to essential services (e.g. medical, police, fire)? Is there a church nearby? Is there adequate parking for you and your guests? Is the area/building well lit at night?

If you live in a high-poverty area, you should consider searching for a housing unit in another area. A low-poverty area may provide possible advantages to your family, such as improved employment and educational opportunities.

Once you have been approved for a unit and have been given approval to move in:

- Pay the full security deposit and your portion of the rent to your new landlord.
- Pay for all moving costs and utility hookup charges since they are your responsibility, unless otherwise stated in the lease.
- Stay in the unit for the entire initial lease period, which is a minimum of twelve (12) months. OVO will not transfer your assistance more than once in a twelve (12) month period, so make sure before choosing a unit that you are willing to stay there at least one year.

**Releasing Information to Prospective Landlords:** OVO will, upon request, provide the prospective landlord your current address and the name and address of your current and previous landlords. We will, upon request, also provide any documentation in your file reflecting a history of eviction, damage to rental units, or drug trafficking.

## Tenant Approval by the Landlord

The landlord must approve you as a suitable renter. Landlords must apply 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.

OVO will know that the landlord has approved your family when the “Request for Tenancy Approval” form is completed by the landlord and submitted to our office.

## Tenancy and Unit Approval by the Housing Authority

Once OVO receives the “Request for Tenancy Approval,” we will review and determine if you qualify for the unit. We will then schedule a Housing Quality Standards inspection with you and your landlord. The landlord or a representative for him/her should be present during the Housing Quality Standards inspection.

If you choose a unit and your share exceeds 40% of your monthly-adjusted income, OVO is not permitted to approve tenancy.

You and your landlord should review the following section to ensure that your unit will pass Housing Quality Standards.

## 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

## Lead Based Paint Hazard

Be aware that your family can be poisoned by lead based paint. Lead poisoning causes serious physical harm, particularly to small children.

Your family may be at greatest risk if:

- You have children under the age of six,
- You have selected a unit built prior to January 1, 1978, and
- Your pre-1978 unit has chipping, scaling, and/or loose paint inside or outside.

If you live in a pre-1978 unit, be aware of the conditions of the unit. Although not all pre-1978 units contain lead based paint, lead poisoning of your children may occur if the unit does contain lead based paint and:

- Your children eat paint chips,
- Your children chew on painted surfaces such as moldings or window frames,
- Your children play in soil underneath painted areas, such as eaves or painted siding that are or has been deteriorating, and
- Your children breathe dust created by deteriorating painted surfaces.

Your children may be suffering from lead poisoning if they show the following symptoms:

- Crankiness or irritability over a long period of time
- Little or no appetite
- Frequent stomach aches
- Frequent vomiting

Sometimes your children may not appear sick at all, but they are being poisoned in a way that could cause mental or physical damage. If you believe your children have been exposed to lead based paint, seek immediate medical attention. Your healthcare provider can test your children for lead poisoning.

You may receive Section 8 rental assistance in a pre-1978 unit, but we will not approve the unit if your children are under the age of six and the unit's painted surfaces show signs of deterioration as indicated by cracking, scaling, chipping, or peeling paint.

If the unit fails an inspection, your landlord will be given information on how to correct the problems. Your landlord must make the repairs in accordance with special lead based paint rules and regulations and must take all necessary steps to keep your family safe from harm.

## Leasing Process

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.

A copy of your lease along with a Request for Tenancy Approval form must be submitted to us. 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 and 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

## Payments to Landlord

After OVO receives the signed HAP 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.
- You are eligible for assistance.
- You reside in the unit.
- The landlord is in compliance with the contract.

You are responsible for paying the difference between the OVO payment amount and the total rent for the unit. The landlord may collect a **security deposit from you**. The security deposit may not be in excess of private market practice or in excess of amounts charged for unassisted tenants.

## For Your Protection

### Landlords Have a Responsibility to:

- Consider all qualified applicants equally,
- Indicate no preference when advertising or showing units,
- Give all applicants accurate and complete information about available units, occupancy dates, rental terms, and conditions,
- Refrain from making written or verbal inquiries about an applicant's ethnicity, religion, sex, disability, marital or familial status, and
- Be consistent in applying rental policies.

### Landlords must never:

- Ask for money from you beyond the rental contract and standard credit check charges,
- Offer money and/or gifts to OVO employees for favors, or
- Pay or offer payment for "referral or finder fees" to OVO employees for steering Section 8 recipients to vacant units.

If you should have information about a landlord engaging in any of the above activities, please call the Indiana Housing and Community Development Authority at (317) 232-7777.

If you have reason to believe you are a victim of housing discrimination, you have the right to file a housing discrimination complaint. A complaint form is available from any HUD office. You should also report all information about violations of the Federal Fair Housing Law to HUD, even if you do not file a formal complaint.

To file a report with HUD, please call:  
Fair Housing Complaint Hotline- 1-800-669-9777  
Hearing Impaired (TDD)- 1-800-543-8294

## 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. This process is called the annual "recertification." Approximately eight months after you are first approved for assistance, you will receive a recertification letter and packet for OVO. It is important you promptly complete and return your packet and all requested information by the deadline. If you fail to return the requested information by the deadline, you will be notified that your assistance will be terminated. It is important that you promptly contact us if you receive a notice to terminate benefits.

## Annual Inspection

OVO must inspect your unit at least annually. Approximately eight months after you are first approved for assistance, you will be notified by letter of the date and time of your annual inspection. It is your responsibility to make sure that the head of household or spouse is available to allow the inspector to enter the premises. You must cooperate to avoid an interruption in or termination of your housing assistance.

## Rent Increases

After the initial term of the lease, the landlord may increase the rent with a **60-day written notice** to you 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 landlord agree to any changes in the lease, the changes must be in writing, and the landlord must immediately submit a copy of the changes to OVO. The following *will* require you and your landlord 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

### Termination of Tenancy by Landlord

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

- Serious or repeated violations of the terms and conditions of the lease, including, but not limited to, failure to pay rent or other amounts due under the lease
- Violation of Federal, State, or Local law that impose obligations on the tenant in connection with the use or occupancy of the unit or premises
- Other good causes, such as the following:
  - Failure 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
  - The landlord's desire to use the unit for personal or family use or for nonresidential purposes
  - Business or economic reasons, such as the sale of the property, renovation of the unit, or a desire to lease the unit at a higher rent.

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

Your landlord may evict you only by instituting a court action. Your landlord must give you 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 the landlord gives to you. The landlord must also give a copy of the eviction notice to OVO.

### Termination of Tenancy by Tenant

You may terminate tenancy in accordance with the lease and Tenancy Addendum. You must give your landlord and OVO written notice of termination of tenancy before moving from the unit.

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

### Termination of Housing Assistance by OVO

Rental assistance can be terminated if you fail to fulfill your obligations under the program or if you seriously or repeatedly violate the lease. A Housing Assistance Payments Contract may also end when your income increases to the point that an assistance payment to your landlord is no longer necessary. If this should happen, you have six months to report a deduction in income in order to restore assistance payments again.

## Moving Procedures

**Portability** is the HUD term for the ability to move outside your Housing Authority’s jurisdiction with continued rental assistance. You can usually use your voucher anywhere in the United States that has a Housing Authority to accept your voucher. We may limit moves under portability, so contact us regarding this feature. Keep in mind that different Housing Authorities may have different policies and deadlines. In addition, they may have different voucher payment standards and utility allowances that could affect the amount you pay for rent. You may also receive a different size voucher based on the new Housing Authority’s occupancy standards. The new Housing Authority must conduct a criminal history and sex offender background check before your rental assistance can be started in a new location. You may not qualify for their program if you have a criminal history that is not acceptable to their agency. **As a new admission to the program, you will not be eligible for portability until you have resided in your new jurisdiction for one year.**

Before you move, you must notify OVO and your landlord in compliance with state law and the lease. We must approve your move in advance, and we will not transfer your assistance more than once in a twelve (12) month period.

To transfer your assistance:

- After the completion of your lease term and with OVO approval, give your landlord an advance thirty to sixty (30-60) day written notice as required by State law and send a copy to OVO.
- Leave the unit clean and in good condition.

- Never allow yourself to be evicted because you will lose your assistance.
- If your landlord gives you notice to move, send a copy to OVO. We will not advise on tenant-landlord law. If you believe your notice is deficient and you intend to not comply with the notice, you should seek legal advice and notify us of your intention.
- Make sure all of your belongings are removed from your unit by the end of the notice period.

## Zero Tolerance

### Property Damage

Any intentional, careless, or reckless damage by you, your guests, or your family to your Section 8 rental unit will not be tolerated. As a participant in the Housing Choice Voucher Program, you must agree to support OVO's zero tolerance policy. You are required to:

- Maintain the residence in a clean and sanitary condition at all times
- Teach young children to help care for and value the home they live in
- Avoid and prevent any use of the unit by you, your family, or guests that could result in damage

**You will be responsible for paying the costs of any damage beyond normal wear and tear, and you may be terminated from the program as a result of causing or allowing property damage and/or failing to promptly pay for your damages. You must allow your landlord to make repairs at reasonable times and upon reasonable notice.**

### Drugs, Crime, and Gangs

OVO maintains a policy of zero tolerance for gang or violent activity, sexual crimes, illegal drug activity, or fraud involving public money. This means that the commission of a crime such as fraud, bribery, or theft or any acts of violence, sexual offenses, or drug activity, whether or not they are gang related, will not be tolerated.

**Fraud.** Any attempt at fraud, intentional deceit, or bribery as it relates to any government funds is grounds for termination from the program.

**Violence.** Violence of any kind is strictly prohibited. There will be no tolerance for the use or threatened use of physical force against any individual inside or outside the residence. This includes assault, battery, child abuse, domestic violence, murder, or any other kind of violence against another person or their property.

**Gangs.** Gang activity by any family member will not be tolerated.

**Drug Use.** OVO may terminate assistance for possession and/or use of a controlled substance by any family member or guest.

**Sex Crimes.** Sexual offenses are prohibited.

**Drug Sales, Trafficking, or Manufacturing.** The manufacturing, sale, distribution, or the possession with intent to manufacture, sell, or distribute a controlled substance is strictly prohibited.

**Alcohol and Personal Use of a Controlled Substance.** OVO will deny participation in the program in cases where OVO determines there is a reasonable cause to believe that the person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful occupancy by other residents. This includes cases where OVO determines that there is a pattern of illegal use of a controlled substance or of alcohol abuse.



## Informal Hearing Process

If OVO sends a “Notice of Termination” to you, the notice will contain a brief explanation of the reasons for termination of program participation. You have 15 calendar days from the date of the notice to request an informal hearing if you disagree with the notice.

You must request an informal hearing in writing and state why you are requesting an informal hearing. At the hearing, you will be given an opportunity to present written or oral objections. The hearing officer will notify you of the final decision and provide a brief explanation for the decision.

You may also request an Informal Hearing to discuss any of the following determinations:

- The family’s annual or adjusted income and the use of such income to compute the housing assistance payment
- Termination of assistance because of the your action or failure to act
- Termination of assistance because you violated a household responsibility
- Termination of assistance because you have been absent from the assisted unit for a period of time that is greater than thirty (30) consecutive days.

After you have received the decision of the Hearing Officer, you will be given an additional opportunity to request a review of the hearing from the Indiana Housing and Community Development Authority. Your request must be in writing, and it must be received within ten (10) business days of the final decision letter date.