

Housing Choice Voucher Program

Tenant Handbook

OHIO VALLEY OPPORTUNITIES

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Introduction to the Program

The Housing Choice Voucher (HCV) program provides rental assistance to income-qualified families, including working adults, older adults and individuals with disabilities, so that they may afford safe and decent housing in the community of their choice. Program participants are required to pay a portion of their rent, usually 40% or less of their income. The remainder of the rental cost is supplemented by a Housing Assistance Payment made directly to the property owner or manager each month.

The success of the program depends on partnering with qualified, well-informed families and landlords who have decent, safe, and sanitary rental units.

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.

OVO - Your Local Subcontracting Agency

The HCV Program is funded by the U.S. Department of Housing and Urban Development (**HUD**), managed at the state the Indiana Housing and Community Development Authority (**IHCDA**) as the state Public Housing Authority (**PHA**), and administered at the local level by Local Sub-Contracting Agencies (**LSAs**). The LSA for Jefferson, Jennings and Scott Counties is Ohio Valley Opportunities (**OVO**).

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

Reasonable Accommodation

If at any point you need a reasonable accommodation in order to fully participate in the program, contact OVO for guidance on how to request that accommodation. In most cases a form will need to be completed by a knowledgeable professional, such as a doctor, nurse, therapist, social worker, etc.

Using Your Voucher

You are receiving this handbook because you have been approved as eligible for a Housing Choice Voucher. You should also receive a copy of that voucher with this handbook, which you and an OVO staff member must sign. The next step towards receiving rental assistance is to locate a unit with a rental rate and condition that can pass HCV standards.

Voucher Term Limit

You have a fixed deadline for finding a passable unit; that deadline is 60 days from the voucher date, which is provided in the top right corner of your voucher. If you do not find a passable unit before that deadline, the voucher will expire, and you will be denied assistance.

You may request up to two 30-day extensions on your voucher deadline, but those requests MUST be made in writing (via mail, email or text) to an OVO staff member BEFORE the deadline passes. It is at OVO's discretion to approve or deny an extension request.

Once you have found a passable unit, you must submit a Request for Tenancy Approval (explained in a following section). After OVO receives that RTA, the countdown to your deadline is suspended until OVO reviews the unit and completes an inspection. If the unit passes, you may begin using the rental assistance; if it fails, the countdown to use your voucher starts where it ended. Ex: if you submit an RTA 10 days before the deadline and the unit fails inspection, you still have 10 days to find a passable unit.

Voucher/Unit Size

Also in the upper right corner of your voucher is the size of your voucher.

Instead of providing a rental amount or range for your assistance, your voucher size is based on the number of bedrooms your household is approved for. This is what you should base your unit search on: bedroom size, not rental amount.

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

Voucher/Bedroom Size	Number of Persons
0 Bedrooms	1-2
1 Bedroom	2
2 Bedrooms	4
3 Bedrooms	6
4 Bedrooms	8
5 Bedrooms	10

Note: In the HCV program, the rule is “two heartbeats to a room,” which means no more than two people can sleep in a bedroom. It also means that you may receive a smaller voucher than you expect, because two

members of your household are expected to share a bedroom, even if they would prefer their own 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. Ex: if you are approved for a 3-bedroom voucher, a 2-bedroom unit with a living room would be acceptable.

If you find a unit that does not match your voucher size, OVO will base the assistance you receive on whichever is smaller: your approved voucher size or the number of bedrooms in the unit. IHCDCA may grant exceptions to the standards if circumstances presented by the family warrant an exception. But in most cases, it works best to find a unit that exactly matches your voucher size.

Where to Lease

Along with this handbook you should receive a copy of a map that shows where you can lease-up within IHCDCA's jurisdiction.

- If you find a unit within Jefferson, Jennings, or Scott Counties, you will continue to work with OVO.
- If you find a unit in a different Indiana county that is shaded with a color, outside of a city with its own PHA, OVO will need to ensure you meet that county's income eligibility, and if you do, will Transfer you to the LSA that serves that county.
- If you find a unit in a county that is not shaded with a color OR a unit that is within a city with its own PHA, you will need to be determined income-eligible for that area and then Ported outside of IHCDCA's jurisdiction; this will only be approved in special circumstances.

Please see the attached resource with tips for finding a rental unit.

Find a Unit, Submit an RTA

Once you find a unit that meets your needs and preferences and that you believe can meet HCV standards, you must submit a Request for Tenancy Approval (RTA). A blank RTA should be provided with this handbook.

When you are ready to submit an RTA, you will need to have the owner or property manager for your chosen unit complete the form and sign the second page. You must also sign the second page. Once fully completed, with all sections filled-in, the RTA must be submitted to OVO with a blank copy of the lease. OVO will review the lease to make sure it does not contain any provisions that conflict with program rules or state and local law. 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.

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

DO NOT SIGN THE LEASE UNTIL THE UNIT PASSES INSPECTION.

OVO will use the information provided in the RTA and the lease to determine if the unit can be approved for assistance; first OVO will determine if the rent is reasonable (that the owner is not over-charging compared to similar units) and then what level of assistance may be provided for that unit.

Determining Rental Assistance

Once a unit's rental rate is determined reasonable, OVO staff will determine how much will be covered by the tenant (tenant obligation) and how much will be covered by the Housing Assistance Payment (HAP) provided by OVO.

OVO uses the following information when determining the tenant obligation:

- The size of your voucher or the size of the unit, whichever is smaller
- Total contract rent to owner
- Utility responsibility (who pays which utilities)
- IHCD payment standard, according to unit size and type
- IHCD utility allowance schedule, according to unit size and type

The IHCD payment standards are the maximum allowable rent that would be provided for an assisted unit, before anything else is taken into consideration (tenant income, utility responsibility, etc.). They are based on Fair Market Rents established by HUD. They also, along with utility allowances, adjust based on the size of the unit.

If, after taking all of the above information into account, the tenant obligation is determined to be more than 40% of the tenant's income, the unit could be denied.

HQS Unit Inspection

After the RTA is submitted, the unit rent is deemed reasonable and the tenant obligation is determined, OVO will schedule an inspection to ensure the unit passes Housing Quality Standards (HQS). A unit must pass inspection before assistance can be approved for the tenant. Please see the attached resource for more information on what is required for a unit to pass inspection.

OVO will coordinate scheduling the inspection with the landlord. Units that fail will be allowed an opportunity to address identified defects. However, if an undue number of defects are identified early in the inspection, the unit will be deemed unready for inspection, the rest of the inspection will be cancelled and the tenant's voucher will be unsuspending. So ensure your landlord has the unit truly ready before the inspection is scheduled.

After Approval

Once your unit has passed inspection, you may sign the lease with the owner or property manager; the lease must be dated no earlier than the date of the passed inspection. HCV rental assistance will begin on the date your lease starts.

Note that the following costs are your responsibility:

- The full amount of the security deposit
- Moving costs

- Utility hookup charges (if tenant responsibility in the lease)

Note that while moving is allowed in general in the HCV program, it is NOT allowed during the first 12 months; you must spend your first 12 months in your initial unit before moving to another.

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.

Responsibilities—The Tenant, the Landlord, the Housing Authority

The Tenant

- **FOLLOW THE FAMILY RIGHTS AND OBLIGATIONS CONTRACT.** Failure to abide by all rules in the Family Rights and Obligations documents (signed annually) will lead to termination from the program.
- **FOLLOW YOUR LEASE.** Serious or repeated violations of the lease will lead to eviction and/or termination from the program.
- **Find** a place to live that is suitable for your family and qualifies for the program.
- **Pay** your portion of rent on time in accordance with the terms of the lease.
- **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.
- **Gain approval** from OVO and your landlord 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.
- **Do Not abuse** alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of the premises by other residences.
- **Do 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 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.
- **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.

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.

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 and Utility Reimbursement Payments to tenants 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, familial status or status as a veteran.

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 NOT provide any documentation in your file reflecting a history of eviction, damage to rental units, or drug trafficking.

Reporting Procedures

You must report changes in **writing within 30 days** 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. OVO will take the appropriate action if it is found that the income, employment or household information was not reported, underreported, or reported late.

Changes in income include, but are not limited to:	Changes in household composition include, but are not limited to:
New job Termination of job Pay raise or overtime pay Child or spousal pay Pension, SSA, and SSI Any lump-sum payments Regular payment of bills or other expenses by someone not living in the assisted household Regular monetary or nonmonetary gifts by someone not living in the assisted household Business income	New baby A death in the family 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 Any person who moves out of your unit Additions to your household (you must always obtain your landlord's and OVO's approval before someone moves in)

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 Regular Activities

There are two HUD-required activities that happen on a regular schedule:

- 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,” so sometimes annual “reexamination.” Approximately eight to ten 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.

Annual Inspection

OVO must inspect your unit at least biennially. Approximately 20-22 months after you are first approved for assistance, you will be notified by letter of the date and time of your inspection. It is your responsibility to make sure that the head of household, spouse, or representative 18 years or older 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 Lease 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 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 Housing Assistance by OVO

Rental assistance can be terminated if you fail to fulfill your obligations under the program, as outlined in the Family Rights and Obligations form and this handbook, or if you seriously or repeatedly violate the lease. Your obligations include responding to all requests for information or completed documents sent by OVO, so assistance may be terminated if you fail to respond to such a request (including annual recertifications).

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.

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; at least 30 days' notice, unless your lease requires more time. Even if you do not plan to keep your assistance, you must give OVO advance notice of your self-termination in order to stay in good standing in the program, so you can reapply in the future if needed.

Moving Procedures

If you would like to leave your unit but keep your assistance, there is a specific process you MUST follow.

Once you are approved into the program, you may not move for the first 12 months; after that, you may move only once every 12 months. OVO must approve all moves, and you must give both your landlord and OVO written notice prior to moving. Failure to provide the required written notice may result in termination of your assistance.

To initiate a move:

- Give your landlord written notice of your intent to move, at least 30 days before your planned move, and send a copy to OVO. If your lease requires more time before sending the notice (ex: 60 days), you must follow that requirement.
- Your current landlord will need to complete and send an “Agreement to Terminate Lease” to OVO

- Submit an RTA for your new unit; follow the steps listed in this manual for submitting an RTA, scheduling an inspection, etc.
- Make sure all of your belongings are removed from the unit; 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.

Portability

Portability is the HUD term for the ability to move outside your Housing Authority's jurisdiction with continued rental assistance; outside of Indiana or to an Indiana city with its own Housing Authority in this case. 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.

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
- 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.

Right to Appeal

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 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 without approval from OVO.

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.

Reporting Fraud

To anonymously report suspected fraud, waste, abuse or gross mismanagement of the OVO HCV program, you can submit a tip to IHCDA via phone (317-232-7777) or online (<http://form.jotform.com/IHCDA/fraud>)