

MUNCIE HOUSING AUTHORITY

HCVP Property Owner Guide

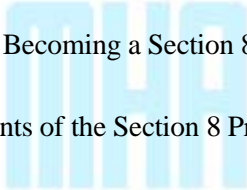


2011

Muncie Housing Authority
Housing Choice Voucher Program
PROPERTY OWNER
INFORMATION GUIDE

TABLE OF CONTENTS

Chapter 1	The Section 8 Voucher Program Overview
Chapter 2	Five Easy Steps to Becoming a Section 8 Landlord
Chapter 3	Annual Requirements of the Section 8 Program
Chapter 4	Lease and HAP Contract Termination
Chapter 5	Lead-Based Paint Regulations
Chapter 6	Most Common Owner Violations
Chapter 7	Glossary of Section 8 Housing Terms
Chapter 8	HQS Inspection Checklist
Chapter 9	Sample HUD and Section 8 Program Forms



m u n c i e h o u s i n g
a u t h o r i t y

MUNCIE HOUSING AUTHORITY

Housing Choice Voucher Program

409 East First Street Muncie, Indiana 47302
(765) 288-9242 Fax (765) 741-7308

We invite you to visit our website at www.muncieha.com for program information and to list your rental unit at www.gosection8.com. If you have any questions please contact the MHA Section 8 at 765-288-9242 using the extensions below.

Guillermo Rodriguez, PHM
Chief Executive Officer

Nome Marienau Extension 22
Director Housing Programs

Mary L. Pointer Extension 19
Occupancy Specialist II

Lisa Barlow Extension 20
Occupancy Specialist / FSS Coordinator

Shannel R. Jones Extension 21
Occupancy Specialist

Greg Graham Extension 28
HQS Inspector

Jody Fairo Extension 29
HQS Assistant / Intake Specialist

This publication is designed to provide accurate information in regard to MHA's Section 8 Program. It is distributed with the understanding that MHA is not engaged in rendering legal, accounting, or other professional services. If legal advice or other expert assistance is required, the services of a competent professional should be sought.

Welcome to HCVP

DEAR OWNER:

Thank you for your interest in the Muncie Housing Authority (MHA) Section 8 Voucher Program (HCVP). This is a general guide to policies, procedures and regulations that govern the program.

The Section 8 Voucher Program is designed to fill the gap between what a family can afford to pay in rent and the actual rent payment. The success of the Program depends on MHA being able to contract with property managers and owners who have quality, affordable rental units.

All Voucher families and owners are subject to federal rules and regulations. MHA will make every effort to inform you of Voucher rules, and to advise you of how any new or revised rules affect your participation in the program.

We look forward to you becoming a partner in MHA's mission to provide affordable housing to low-income families in Delaware County.

Welcome to the HCVP program.

Nome Marienau, Director Housing Programs
HCVP Department
Muncie Housing Authority

THREE-WAY PARTNERSHIP

MHA'S Responsibilities:

- Determine family eligibility for the Program.
- Approve units and leases.
- Determine the rental amount for a unit.
- Determine a family's portion of rent to owner.
- Determine family eligibility annually.
- Inspect subsidized unit annually.
- Ensure that owners and families comply with program rules
- Issue Housing a timely manner.

Owner's Responsibilities:

- Screen families who apply to determine their suitability as renters.
- Comply with fair housing laws.
- Maintain the housing unit by making necessary repairs.
- Comply with the terms of the Housing Assistance Payment (HAP) Contract.
- Collect the rent due from the family and comply with and enforce the lease.

Family's Responsibilities to the Owner:

- Abide by their terms of the lease.
- Pay rent on time and take care of the housing unit.
- Provide any utilities which are not furnished by the owner.
- Provide and maintain any appliances which the owner does not furnish.
- Be responsible for damages to the unit or premises beyond normal wear and tear.

CHAPTER 1

The Housing Choice Voucher Program Overview

The Housing Choice Voucher Program, formerly known as the Section 8 Rental Voucher and Certificate Program, provides rental assistance to help low-income families afford decent and safe rental housing. It is funded by the United States Department of Housing and Urban Development (HUD), and administered by public housing authorities authorized under Federal or State law to operate housing programs within an area or jurisdiction. The Muncie Housing Authority (MHA) is the public housing authority that administers the Voucher Program throughout Muncie City Limits.

The MHA Voucher Program is a three way partnership between MHA, the owner of the housing unit, and the family. MHA, the family and the owner all have responsibilities within the program. Each also has different contractual relationships with each other.



Voucher Program Owners Help:

Maintain housing stock in the community
Foster mobility for low-income families
Foster stability in neighborhoods, and
Provide housing in neighborhoods that are safe for children.

MHA's Right To Disapprove of a Unit or Owner:

MHA is not permitted to approve a unit if:

- MHA has been notified by HUD that the owner is debarred, suspended, or subject to a limited denial of participation by HUD.
 - The government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other equal opportunity requirements.
-

MHA also has discretion to disapprove an owner for any of the following:

- The owner has violated obligations under a housing assistance payment contract.
- The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any HUD program..
- The owner has engaged in drug trafficking.
- The owner has a history or practice of noncompliance with Housing Quality Standards for units leased under the program.
- The owner has a history or practice of renting units that fail to meet State or local housing codes.
- The owner has not paid State or local real estate taxes, fines or assessments.

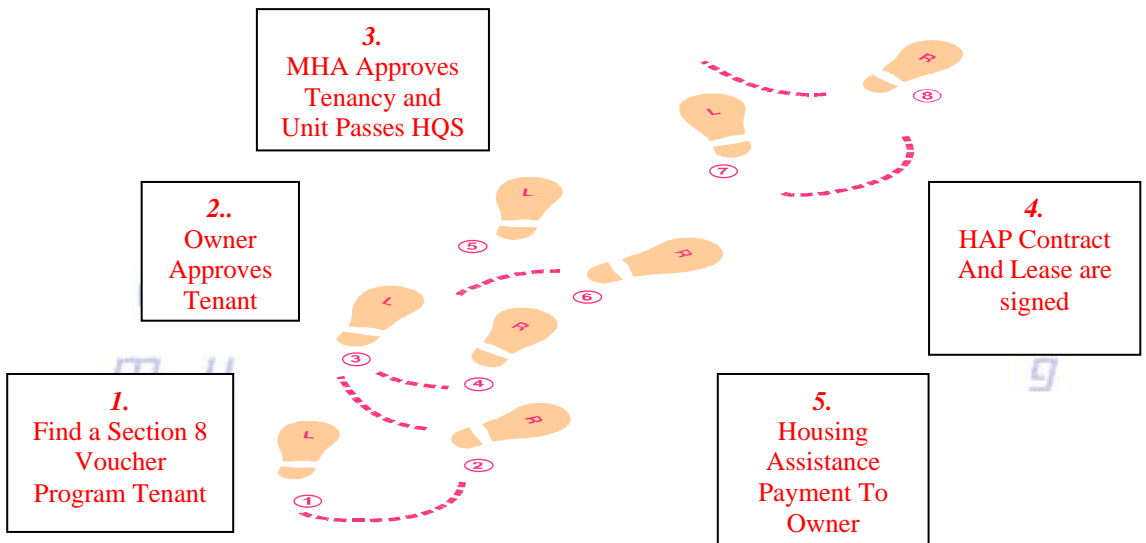


m u n c i e h o u s i n g
a u t h o r i t y

Five Easy Steps to Becoming a Participating Landlord

As an owner participating in the HCV Program, you are required to maintain your rental unit **in** compliance with Federal Housing Quality Standards guidelines. The owner is responsible for screening and selecting a tenant, executing the lease, executing the Housing Assistance Payment Contract, collecting a security deposit, and collecting the family’s portion of rent.

You may become a HCV Program Landlord in 5 simple steps:



STEP 1 FIND A SECTION 8 VOUCHER PROGRAM TENANT

A family must locate a housing unit that meets the program rules. A family may choose to move anywhere within Muncie city limits, provided the unit meets Housing Quality Standards, the rent is deemed “reasonable” by MHA and acceptable to the owner.

MHA will issue the family a voucher. The owner should check the expiration date on the voucher and the bedroom size for which the family is approved. Generally, MHA's occupancy standards require that two family members share each bedroom in a unit.

For a unit to be approved, it must meet the following requirements:

1. The rent for the unit must be reasonable for the type, size, condition, and location of the unit.
2. The unit must pass an HQS Inspection.
3. The owner must be willing to enter into a contract with MHA and comply with program rules.

STEP 2

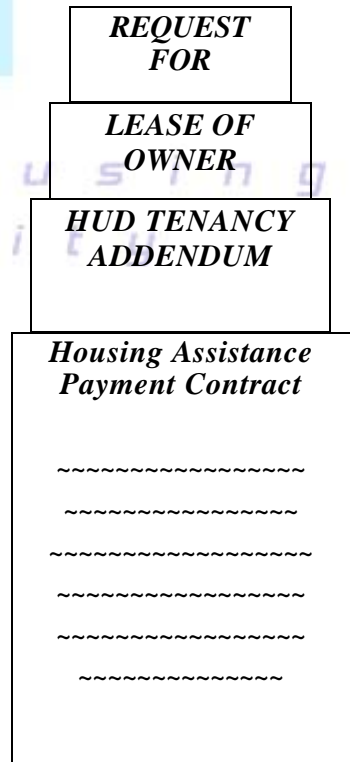
OWNER APPROVES TENANT

Once a unit is located and the owner finds the family suitable, the family is required to submit : a Request For Tenancy Approval (RFTA) and the proposed lease. The owner should review the family's voucher for bedroom size approval, and complete the RFTA form. The owner must also submit a lease to MHA for approval. The HUD Tenancy Addendum must be attached to all leases submitted by owners.

The owner is responsible for screening and selecting a family for tenancy. MHA certifies that the family is eligible to receive Section 8 Voucher assistance, but the owner must screen for suitability.

The owner should generally use the same screening procedures used for non-subsidized tenants. The owner is under no obligation to lease to a family with a Section 8 Voucher. However, the owner may not discriminate against any prospective tenant on the basis of race, creed, color, sex, religion, disability, national origin or familial status.

Upon request, MHA will supply a prospective landlord with the family's current address as well as current and prior HCVP landlords' addresses (if applicable).



If the owner determines the family suitable, the RFTA must be completed and returned to MHA. The lease should be submitted with the RFTA. Once an RFTA is submitted, an inspection will be scheduled.

STEP 3

MHA APPROVES TENANCY AND UNIT PASSES HQS

THE LEASE

HUD requires certain language in any lease signed by a Voucher tenant, and MHA will review the lease before it is signed.

You must submit your proposed lease, unexecuted, with the RFTA form. MHA will review the lease to ensure that it does not contain any provisions that conflict with Program rules.

The lease must include all the terms of the lease, including: length of lease, lease renewal terms, security deposit amount, and total amount of rent to owner for the unit.

The lease must:

- contain provisions for rent increases, if any, after the initial term of the lease.
- comply with State and Local law.
- not contain prohibited provisions.
- be initially for one (1) year.
- specify what utilities and appliances are to be supplied by the owner and what utilities and appliances are to be supplied by the family.
- remain unchanged unless a lease revision has been approved in writing by MHA.

The HUD Tenancy Addendum will be attached to all leases.

UNIT APPROVAL

All units must pass a **Housing Quality Standards (HQS) Inspection** prior to the execution of the Housing Assistance Payment Contract. The unit must also pass the HQS inspection at least annually. Housing Quality Standards are the minimum nationwide standards established by HUD

If the unit passes the HQS inspection, MHA will Approve the unit for assistance at the rent MHA determines to be reasonable. If the unit does not pass the initial inspection, the owner will be given a reasonable period of time to correct any failed items.

You have been provided with HQS guidelines and a checklist at the back of this Information Guide. MHA encourages owners to participate in the HQS Inspection.



STEP 4

HAP CONTRACT AND LEASE ARE SIGNED

If the unit passes the HQS inspection, and the rent deemed reasonable by MHA is accepted by the owner, then MHA will offer the owner a Housing Assistance Payment Contract (HAP Contract) and the owner will offer the family a lease.

The **RENT TO OWNER** is the monthly rent payable to the owner under the lease. The Rent to Owner consists of the Housing Assistance Payment plus the Tenant Rent:

HOUSING ASSISTANCE PAYMENT is the monthly assistance payment by MHA to the owner for rent under the lease.

FAMILY RENT TO OWNER is the amount payable monthly by the family as rent to the owner. Generally, the family pays up to 40% of adjusted gross income. However, this amount will vary based on the family's responsibility for utility payments.

**HOUSING ASSISTANCE
PAYMENT**
(Portion paid by MHA)

+

FAMILY RENT TO OWNER
(Portion paid by The Family)

=

RENT TO OWNER
(Paid monthly under HAP
Contract)

To determine if the rent proposed by the owner is reasonable, MHA is required to compare the proposed rent to rents charged for comparable “unassisted” or unsubsidized units in the area. MHA will compare location, size, type, amenities and facilities of the unit with others in the area.

HUD TERMS USED FOR RENT DETERMINATIONS:

Utility Allowance

A utility allowance is the estimate of the average monthly utilities needed for a household. If all utilities are included in the rent, there is no allowance. Allowances will vary by unit size and type of utilities.

Fair Market Rent (FMR)

HUD-determined figures, which represent the middle value for rents in the area, according to bedroom size.

Payment Standards

The maximum Section 8 assistance payment for a family is based on the bedroom size of the unit the family is qualified for.



HOW HCVP DETERMINES RENT:

1. The owner requests what s/he normally charges for rent.
 2. Section 8 compares that figure to similar units in the same neighborhood or building to determine whether the requested rent is “reasonable”. All rents are adjusted for utilities paid by the tenant.
 3. This figure is compared against the “payment standard”. The payment standard is the maximum amount MHA can pay for a family according to the bedroom size they are qualified for.
 4. The tenant pays between 30%-40% of his/her income toward the rent in the first year of contract. Section 8 pays the balance.
-

5. Tenants cannot pay more than 40% of their adjusted income toward the rent in the first year. If the rent of the unit and the tenant's income are such that the tenant would be paying more than 40%, the tenant must choose a unit of lesser value.

6. Owners may request a rent increase annually.

The lease is executed between the owner and the family, and it runs concurrently with the HAP Contract. The HAP Contract is executed between MHA and the owner. When either contract ends, so does the other.

- The initial term of the lease must be for **ATLEAST ONE YEAR**.
- The lease may provide for automatic renewal after the initial term by either successive definite terms (month to month, year to year).

MHA will not authorize the family to move during the first year of the lease. After the first year of the lease, a family may terminate the tenancy in accordance with the terms of the lease. All new and revised leases are subject to MHA approval.



SECURITY DEPOSITS: Families are responsible for paying security deposits if charged by the owner. In the MHA Section 8 Voucher Program, the security deposit may not exceed those charged to unassisted tenants (nor the maximum prescribed by State or local laws.)

STEP 5 HOUSING ASSISTANCE PAYMENT (HAP)

Once the HAP Contract and lease are signed, MHA will make the initial payment and will continue to make monthly payments to the owner as long as the family continues to meet eligibility criteria and the unit qualifies under the program.

MHA will make Housing Assistance Payments directly to the owner. The owner is responsible for collecting the family's portion of rent.

CHAPTER 3

Annual Requirements

HUD requires that the following events take place annually:

Annual Recertification

The family must be recertified to determine continued eligibility for the program and the correct level of assistance based on income and family composition. The owner will receive notice of any change in the Tenant Rent or Housing Assistance Payment.

Annual Housing Quality Standards Inspection The unit must be inspected and meet housing quality standards (HQS) at least annually. However, an inspection may occur more frequently if a life threatening violation is reported.

If the unit fails an HQS inspection, the owner must take corrective action within the specified period of time, unless an extension is approved by MHA. If an HQS violation is an immediate health or safety hazard the owner must correct the defect within 24 hours. If corrective action is not taken, MHA will abate (stop) the HAP payment.

If it is determined that the family caused the HQS deficiencies, corrective action by the family must be taken within 30 days, unless an extension is approved by MHA.

If an HQS breach caused by the family is an immediate health or safety hazard, the family must correct the defect within 24 hours. If corrective action is not taken, MHA may terminate the family's assistance.

If a unit is in non-compliance with Housing Quality Standards for more than 60 days, the HAP Contract may be terminated.

Abatement Means the Stop of Payment of Landlord Checks

According to the HAP Contract, the owner is responsible for ensuring that the unit meets HQS during the entire

HQS Inspection Checklist

Listed below are the most common reasons that units fail HQS Inspection. Please look your unit over carefully before the scheduled inspection date. MHA will not enter into a HAP Contract with you until the unit passes an HQS inspection.

The 8 areas that will be reviewed for HQS are:

1. Livingroom
2. Kitchen
3. Bathroom
4. Other Rooms Used for Living
5. Secondary Rooms (not used for Living)
6. Building Exterior
7. Heating and Plumbing
8. General Health and Safety

- All ceilings, walls and floors must be strong, sturdy and in their permanent position.
- A working smoke detector with a live battery must be installed on every level of the unit, including the basement.

term of the HAP Contract. If at any time it is determined that the unit does not meet HQS, MHA will notify the owner in writing and provide the owner with a reasonable period of time to make repairs. If the repairs are not made within that time period, MHA is required to abate (stop) payments. If a payment is abated, the family is still responsible for their portion of the rent, only. MHA will not make the HAP payment.

If rent is abated, HAP payments will not resume until the repairs are made. There will be no retroactive payments for the period of time that the rent was in abatement for non-compliance with HQS. If rent is in abatement for more than 30 days, the HAP Contract may be terminated.

Rent Adjustments

1. The owner may not increase the rent during the first twelve (12) months of the lease. After the first year of the lease and annually thereafter, the owner may request a rent adjustment, if stated in the initial lease.
 2. Requests for rent adjustments must be made in writing to MHA, and signed by the tenant. Requests must be submitted at least 60 days prior to the contract anniversary date. If the unit has a year-to-year lease, after the year commences, the rent may not change.
 3. The owner should request a reasonable amount. All rent increases are subject to rent reasonableness.
 4. MHA will provide written notice to the owner and the family of any changes in the family's and MHA's rent amount.
 5. Rent adjustments may also be approved if an owner demonstrates that increased property taxes make rent adjustment reasonable and if substantial rehabilitation on the property has improved the property such that a rent increase is reasonable.
-

The owner's approved lease and the HAP Contract run concurrently. Therefore, if the assisted lease ends, the HAP Contract ends; if the HAP Contract ends, the owner's lease ends.

The HAP Contract terminates if:

THE OWNER EVICTS THE FAMILY

The owner may evict only by instituting a court action. The owner must give the family written notice of grounds for eviction at or before commencement of the eviction action. The owner must give MHA a copy of any eviction notice given to a family.

THE FAMILY TERMINATES THE TENANCY

The family may terminate the tenancy at any time after the first year of the lease with proper notice to the owner. Proper notice is defined in the lease.

THE FAMILY MOVES FROM THE UNIT

A family is required to give the owner notice in accordance with the lease terms before moving from the unit. This is usually 30 days.

MHA TERMINATES THE FAMILY'S ASSISTANCE

MHA will provide the owner and the family with advance written notice if the family is being terminated from the program.

When the family is terminated from the Section 8 Voucher Program, the HAP Contract automatically terminates. The tenancy becomes "unassisted."

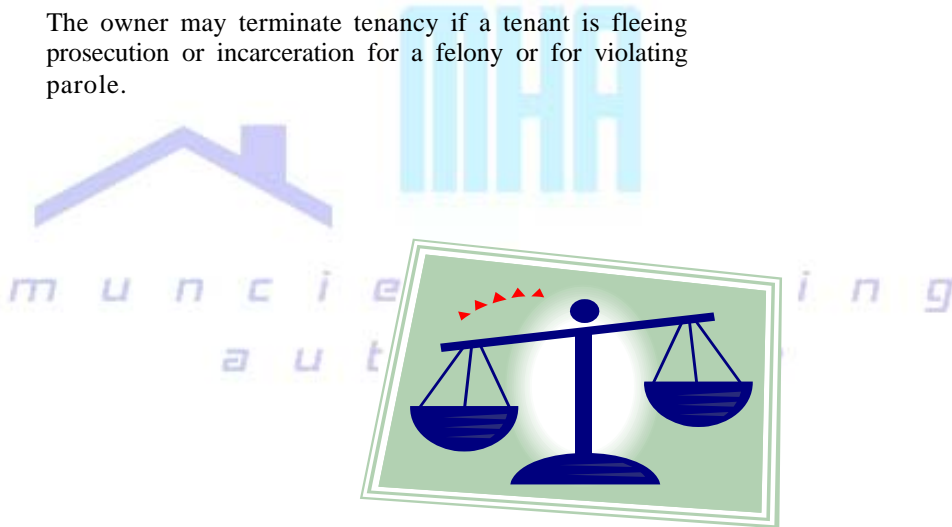
THE OWNER TERMINATES THE TENANCY

The owner may terminate the tenancy at the end of the initial term or any consecutive term with proper notice in accordance with the lease.

The owner may terminate the tenancy during the initial term of the lease (or any extension term) if the family commits serious and repeated violations of the lease; violates Federal, State, or Local law relating to use or occupancy of the unit; demonstrates other good cause for termination, (e.g., history of disturbance of neighbors, destruction of property, etc.) or abuses alcohol in a manner that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

The owner may terminate the tenancy of a family who has engaged in drug-related activity, violent criminal activity or other criminal activity on or near the premises that threatened the health, safety, or peaceful enjoyment of other tenants, owner's employees or residents of the neighborhood.

The owner may terminate tenancy if a tenant is fleeing prosecution or incarceration for a felony or for violating parole.



CHAPTER 5

Lead-Based Paint Regulations

Lead-based paint rules apply to all housing constructed before 1978.

All tenants must be provided with a copy of the HUD/EPA Pamphlet “Protect Your Family from Lead in Your Home” This document, EPA747-K-9401 is available through the Government Printing Office. (Photocopies are acceptable.)

The owner and family must complete and sign a “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards”. This form must be kept by the owner for at least three years. The owner must disclose any known lead-based paint hazards to the family.



MHA must complete a visual assessment for deteriorated paint during the initial and annual inspection. (For more information on project-based requirements, and on lead-based paint in general, see the HUD web page at www.hud.gov.)

During inspections, all deteriorated or damaged paint will be assumed to be lead-based paint (LBP) unless the paint has been tested and cleared by a licensed Lead Inspector or Risk Assessor.

All deteriorated paint must be stabilized by properly trained persons. Stabilization must be completed before the unit is occupied or within 30 days of notification if the unit is already occupied.

Only properly trained persons may work on LBP or paint assumed to be LBP. Clearance testing is required after repairing LBP. At the completion of work involving LBP or paint assumed to be LBP, the owner must have lead wipe samples secured by a licensed Risk Assessor and the dust levels must be below HUD defined levels. Section 8 will provide this service at no charge to the owner.

If there is a child with an Elevated Blood Level (EBL) under age six in the unit, a Lead Risk Assessment of the unit and common areas must be completed within 15 days of notification. (A child with an Elevated Blood Level is one determined to have excess lead levels in the blood stream.) The assessment may be performed by the Health Department, a licensed contractor or MHA.

For more information, contact you local Health Department or the National Lead Information Center at 800-LEAD-FYI. Owners can also contract with environmental consultants to assist them in complying with lead-based paint regulations. Some consultants are listed in the Yellow Pages.



SAMPLE OF LEAD-BASED PAINT DISCLOSURE FORM

Disclosure of information on Lead-Based Paint and Lead-Based Paint Hazards LEAD WARNING STATEMENT

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

LESSOR'S DISCLOSURE (INITIAL)

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

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

Has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check one below).

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

Lessor has no reports or record pertaining to lead-based paint and/or lead-based paint hazards in the housing unit.

LESSEE'S ACKNOWLEDGMENT (INITIAL)

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

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

AGENTS ACKNOWLEDGMENT (INITIAL)

(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

CERTIFICATE OF ACCURACY

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

LESSOR	DATE	LESSOR	DATE
LESSEE	DATE	LESSEE	DATE
AGENT	DATE	AGENT	DATE


CHAPTER 6

Most Common Owner Violations

To avoid the most common program violations, an owner should:

- Always maintain the unit in accordance with HQS standards.
- Never accept payments from MHA for a vacant unit.
- Never demand or accept side payments from a family.

A side payment is any money paid by a Tenant to the owner for rent that is above the approved Contract rent.



MHA is committed to providing excellent service to families and owners participating in the Section 8 Voucher Program. The success of the Program depends on MHA being able to contract with property owners and property managers who have quality affordable housing.

If you have any questions regarding the Section 8 Voucher Program, please call our office.

ABATEMENT: The period of time when Housing Assistance Payments are not made to the owner because the assisted unit does not meet Housing Quality Standards. Retroactive payments are not made for the time the unit is in non-compliance. If the housing assistance payment is abated, the family is still responsible only for their share of the rent.

DRUG-RELATED CRIMINAL ACTIVITY: Drug trafficking, illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.

DRUG TRAFFICKING: The illegal manufacture, sale or distribution or possession with intent to manufacture, sell or distribute a controlled substance.

EXCEPTION RENT: An amount that exceeds the published Fair Market Rent.

FAIR MARKET RENT: :The rent, including the cost of utilities (except phone) as established by HUD for units of varying sizes that must be paid in the housing market area to rent privately owned, decent, safe and sanitary rental housing of modest nature with suitable amenities.

FAMILY/PARTICIPANT: A family that has been admitted to the Section 8 Voucher Program, and is currently assisted in the program.

GROSS RENT: The sum of the Rent to owner plus any utility allowance. If there are no tenant paid utilities, the Rent to owner equals the Gross Rent.

HOUSING AGENCY (HA)/PUBLIC HOUSING AGENCY: Any state, county, municipality or other governmental entity or public body which is authorized to engage in or assist in the development or operation of housing for low-income families.

HOUSING ASSISTANCE PAYMENT: The monthly assistance payment paid by a HA to the owner.

HOUSING ASSISTANCE PAYMENT CONTRACT: A written contract between the PHA and the owner for the purpose of providing housing assistance payment to the owner on behalf of an eligible family. It defines the owner and PHA responsibilities, and is referred to as the HAP Contract.

HOUSING QUALITY STANDARDS: HUD minimum quality standards for housing assisted under the Section 8 Voucher Program.

HUD: The U.S. Department of Housing and Urban Development.

LANDLORD: Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

LEASE: A written agreement between an owner and an eligible family for the leasing of a housing unit.

LOW-INCOME FAMILY: A family whose Annual Income does not exceed 80% of the median income for the area as determined by HUD.

OWNER: Any person or entity with the legal right to lease a unit to a participant.

PARTICIPANT/FAMILY: A family that has been admitted to the Section 8 Program, and is currently assisted in the program.

PAYMENT STANDARD: The maximum subsidy payment for a family in the Section 8 Voucher Program.

PORTABILITY: The ability of a family to move to a dwelling unit with Section 8 assistance that is outside of the jurisdiction of the housing authority that initially issued the Voucher.

REASONABLE MODIFICATION OF A RENTAL UNIT: The Fair Housing laws allow persons with disabilities to make adjustments to their rental units at their own expense.

RECERTIFICATION: Also called a reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months of no interim changes are reported by the family.

RENT ADJUSTMENT: At the request of the owner, in accordance with HUD regulation, an increase or decrease in Rent to Owner. Requests for rent adjustments may be made annually, at least 60 days before the anniversary date. When an adjustment is made, the PHA will determine whether the rent is reasonable.

RENT TO OWNER: The monthly rent payable to the owner under the lease. Rent to Owner includes payment for any services, maintenance and utilities to be provided by the owner in accordance with the lease.

REQUEST FOR TENANCY APPROVAL (RFTA): A form provided by the PHA, to be completed by the owner and family, which is used by the PHA to determine that the unit is eligible and complies with program requirements.

SECURITY DEPOSIT: A dollar amount which can be collected from the family by the owner to be used for amounts owed under the lease according to State and local law.

SUBSIDY STANDARD: Standards are established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

TENANCY ADDENDUM: A HUD-designed addition to an owner's lease that includes, word for word, all HUD-required language.

TENANT: The person or persons who execute the lease as lessee of the dwelling unit.

TENANT RENT: The amount payable monthly by the family as rent to the owner in the Section 8 Voucher Program.

TOTAL TENANT PAYMENT: The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNIT/HOUSING UNIT: Residential space for the private use of a family. The size of the unit is based on the number of bedrooms contained within the unit.

UTILITY ALLOWANCE: The PHA's estimate of the average monthly utilities needed for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

VERY LOW-INCOME FAMILY: A low-income family whose annual income does not exceed 50% of the median income for the area.

VIOLENT CRIMINAL ACTIVITY: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

VOUCHER (RENTAL VOUCHER): A document issued by the PHA to a family selected for admission to the Housing Choice Voucher Program. The voucher contains the term of the voucher, bedroom size authorized for the family and family obligations. Describes the procedures for PHA approval of a unit.

CHAPTER 8

HQS Inspection Checklist

Listed below are the most common reasons that units fail HQS Inspections. Please look your unit over carefully before the scheduled inspection date. MHA will not enter into a HAP Contract with you until the unit passes an HQS inspection.

The 8 areas that will be reviewed for HQS are:

1. Living room
2. Kitchen
3. Bathroom
4. Other Rooms Used for Living
5. Secondary Rooms (Not Used for Living)
6. Building Exterior
7. Heating and Plumbing
8. General Health and Safety
9. Paint Condition

_____ All ceilings, walls and floors must be strong, sturdy and in their permanent positions.

_____ A working smoke detector with a live battery must be installed on every level of the unit, including in the basement and outside of sleeping rooms. If any member of the family has a hearing problem, install one for the hearing impaired.

_____ The entire unit, both inside and outside, including window frames, must be free of cracking, scaling, peeling, chipping and loose paint. THIS HELPS TO PREVENT EXPOSURE TO POSSIBLE LEAD-BASED PAINT HAZARDS.

_____ Every room used for living must have either two working outlets or one working outlet and a permanently installed light fixture. At a minimum, each bathroom must have a permanently installed light fixture.

_____ All light switches and outlets must have secured plate covers installed.

_____ All windows and doors must be secure when closed, and must be weather tight.

_____ All windows and doors that are accessible from the outside must have working, sturdy locks.

Every bedroom must have at least one openable window for ventilation, if the windows are designed to open.

_____If the unit has a third floor sleeping room(s), and the family is eligible to use this room for sleeping, the owner must provide a safe method of escape in the case of fire. Example: chain ladder.

_____If there is a bathroom with a toilet that is not hooked up to water and sewer lines, it must be repaired. If it is removed, the drain must be sealed to prevent rodents and/or sewer gasses from escaping into the unit.

_____The bathroom must have either an operable window or an exhaust fan for ventilation.

_____The water heater's pressure relief valve must have a discharge line extending down two to six inches from the floor.

_____The flue pipes leading from the furnace and water heater must be sealed where they enter the chimney. Also, check to ensure that the flue pipes connected to the furnace and hot water tank are installed correctly.

_____Every room used for living must have an adequate heat source. If the source is gas, it must be vented to the outside. If the source is electric, it must be permanently installed and controlled by a separate thermostat.

_____If the downspout or gutters are damaged and/or missing, they must be replaced or repaired. Any damage to the interior of the unit due to the missing or damaged downspout or gutters must be repaired.

_____The unit must be free from any accumulation of garbage or debris, both inside and outside.

_____Unit must be free of interior or exterior surfaces or other coatings that are peeling, chipping, chalking or cracking.

