

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

3989 RUFFIN ROAD, SAN DIEGO, CA 92123-1815

(SERVING AS THE HOUSING AUTHORITY OF THE COUNTY OF SAN DIEGO)

LANDLORD HANDBOOK

**A Guide on the
Section 8
Housing Choice Voucher Program
For Residential Rental
Property Owners**



Port Arthur Housing Authority

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**(409) 984-2600
www.pahousing.org**



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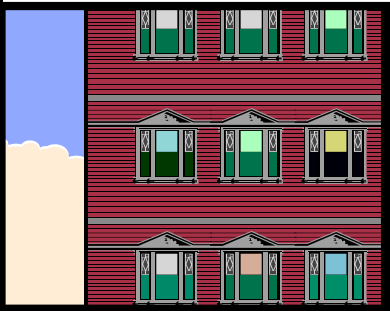
Introduction

This handbook provides information to rental property owners and landlords on the Section 8 Housing Choice Voucher (HCV) Program.



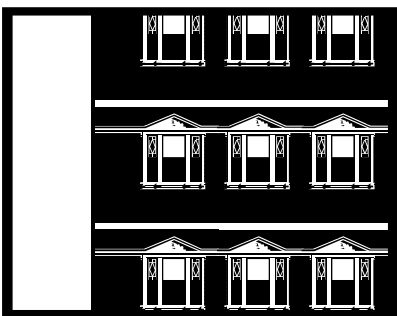
The Section 8 HCV Program is a federally-funded program monitored by the U.S. Department of Housing and Urban Development (HUD). The program is administered by local public housing agencies and provides rental assistance to eligible low-income households to enable them to obtain decent, safe, and sanitary housing. The program pays a portion of the rent directly to the landlord and the assisted family is responsible for the remainder of the rent.

The program assists households that meet certain income and eligibility requirements. The Port Arthur Housing Authority has certain preferences for selection off the program's waiting list. Households who receive top preference are homeless (must be able to provide documentation from social service agency assisting with nightly accommodations) and working or unable to work due to age or disability.



There is no pre-qualification process for landlord participation in the program. Landlords may list their rental units with the Housing Authority on-line at www.pahousing.org, by telephone at (409) 984-2600, or in writing, providing the rental units are located within the jurisdiction of the Housing Authority. A participating family contacts the landlord if interested in renting the landlord's available rental unit.

The landlord conducts his/her normal application and screening process. If the family is found suitable, the landlord completes paperwork provided by the family. The Housing Authority inspects the unit within approximately 15 working days after receipt of the completed paperwork, providing the rental unit and requested rent meet program requirements. If the unit passes inspection, a contract is offered to the landlord for signature and the landlord must execute a lease agreement with the prospective tenant. Once all steps are completed and all documents executed, the Housing Authority commences payment of monthly assistance directly to the landlord's designated payee. The Housing Authority cannot begin payments nor pay assistance prior to the date the unit passes inspection.



The program is beneficial to both landlords and assisted families. The assisted families are usually able to afford their rental units because the rental assistance payment is based on the family's income. If the family's income declines, the assistance increases.

A landlord who participates in the program enters into a three-way partnership. The partnership is between the landlord, the Housing Authority, and the assisted family. The partnership is formalized by the contract between the landlord and the Housing Authority; the lease between the landlord and the assisted family; and, the Housing Choice Voucher between the assisted family and the Housing Authority.

A Three-Way Partnership Within The Section 8 Housing Choice Voucher Program

The three-way partnership within the Section 8 HCV Program is between the Housing Authority, the tenant, and the landlord of the rental unit.

Responsibilities of the Housing Authority	Responsibilities of the Owner/Manager	Responsibilities of the Family
Determine if an applicant is eligible for rental assistance.	Conduct all tenant screening, selection and leasing activities.	Provide complete and accurate information to the Housing Authority.
Explain all the rules of the program to all qualified families.	Comply with the terms of the Housing Assistance Payments Contract and lease.	Make a best effort to find a place to live that is suitable and qualifies for the program.
Issue a Housing Choice Voucher and, if necessary, assist the family in finding a place to live.	Collect from the tenant any security deposit and tenant share of the rent.	Cooperate in attending all appointments scheduled by the Housing Authority.
Approve the unit, the owner, and the lease.	Enforce tenant obligations under the lease.	Take responsibility for the care of the assisted housing unit.
Make housing assistance payments to the owner in a timely manner.	Pay for utilities and services (unless paid by the tenant under the lease).	Comply with the terms of the lease with the owner.
Ensure that both the family and the unit continue to qualify for the program at least annually.	Maintain the unit in accordance with housing quality standards, except for conditions that are the tenant's responsibility.	Comply with the Family Obligations of the Housing Choice Voucher.
Ensure that owners and families comply with the program rules and the owner complies with the contract.	Comply with all Fair Housing laws.	Not engage in criminal activities
Provide families and owners with prompt and professional service.	Ensure a safe and secure living environment.	Obtain permission from the landlord and the housing authority prior to allowing someone to move in.
Upon request, provide a reasonable accommodation to a disabled family member.	Agree to allow reasonable modifications for a disabled family at the disabled family's expense.	Report within 10 days to the Housing Authority changes in income, assets, and family composition.



Program Description

The Section 8 HCV Program pays rental assistance directly to landlords on behalf of eligible low-income families. The owner must charge a reasonable market rent for the unit based upon its age, size, type, location, owner paid utilities, and amenities and the rent must be affordable to the family. The owner may adjust the rent after the initial term of the lease. However, because each participant's assistance is limited to a set maximum amount, the portion of the rent paid by the Housing Authority may not increase with the rent. The tenant must decide how much rent s/he is willing and able to pay. Owners may wish to discuss the rent with a prospective tenant to make sure it is within the tenant's budget. A family cannot pay more than 40% of its monthly-adjusted income at the time a unit is first approved for the program. After the initial term of the assisted lease, if a rent increase is warranted, the owner must provide an advance 60-day written rent increase notice to the tenant and to the Housing Authority. The Housing Authority **must** approve the rent increase in writing before the owner is allowed to begin collecting the additional rent.

Eligible Rental Units

The program provides rental assistance for self-contained rental units such as: houses, apartments, townhouses, duplexes, and manufactured homes. In addition, owners of mobilehomes may be eligible for space rent assistance and the family may be eligible to receive rental assistance in certain "special housing types" such as shared housing, single room occupancy units (SROs), or group homes.



When The Assisted Family Chooses A Unit



To determine if a family is eligible to receive assistance, the owner should ask to review the family's Housing Choice Voucher and Request for Tenancy Approval forms. The family's Housing Choice Voucher must have current dates or the family must present Housing Authority approval of an extension to the voucher's term. The tenant will also have a sample lease and lease addendum. The Housing Choice Voucher issued to the family has a unit size that indicates the number of bedrooms the family is eligible to be assigned. The family may rent a unit with more bedrooms than indicated on the Housing Choice Voucher; however, the unit rent must be within the rent range for the number of bedrooms assigned to the family.



Housing Condition: All units occupied by an assisted household must at all times meet the health, safety, security, and occupancy standards of the program. The unit must pass a minimum housing quality standard inspection conducted by the Housing Authority prior to commencement of assistance and at least annually thereafter.

Issuance of Housing Assistance Payments: Once assistance commences, the housing assistance payment, on or about the first working day of the month, is either mailed to the landlord's designated payee in accordance with the IRS W-9 form or, upon written landlord request, deposited electronically into a

designated bank account. It is recommended that landlords select the direct deposit option for quicker receipt of payment and to avoid problems associated with the mail.

The Lease: An executed lease with a term of at 1 year is required. The lease and the contract must mirror each other with the same term, initial rent, and tenant or landlord responsibilities for gas, electric, sewer, water, trash services, stove, and refrigerator. The Housing Authority provides a Lease Addendum that must be attached to the lease. Note: Housing Authority policies prohibit the transfer of assistance from one unit to another more often than once in a 12-month period.

The Housing Authority must approve a new lease or lease extension in advance. All new leases require the execution of a new contract with the same terms and conditions. The landlord may offer the family a lease for a term beginning any time after the initial term of the lease. The landlord must give the tenant and the Housing Authority a written notice of the offer at least 60 days before the start of the new lease term.

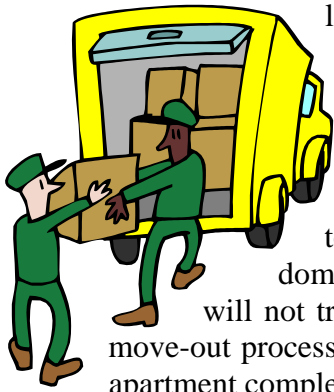
Family Payments to Landlord: The family must pay the difference between the Housing Authority's payment amount and the total contract rent for the unit. The landlord may not demand or accept any rent payment in excess of this amount, and must immediately return any excess rent payment.

Lease Termination by the Family: The family may terminate the lease at any time after the lease term. The family must give a written advance 30-day move-out notice to the landlord and a copy to the Housing Authority or a Release Form signed by the tenant and the landlord.

If the Tenant Becomes Ineligible for Assistance: If a tenant becomes ineligible for assistance, the Housing Authority will generally provide a 30 days advance written notice of termination of the Housing Assistance Payments Contract between the landlord and the Housing Authority. However, if the family moves from the assisted unit or the sole qualifying family member dies, the Housing Authority cannot pay assistance beyond the month the family vacated the unit or the sole qualifying family member died.



If the Family Decides to Move from the Unit: The family must notify the Housing Authority and the landlord in compliance with state law and the lease. Additionally, the Housing Authority must approve in advance all family moves. This means that the family must notify the landlord and the Housing Authority at least 30-days **BEFORE** the family moves and obtain advance Housing Authority approval. If the family fails to comply with the notification requirements and Housing Authority approval requirements, the family's program participation could be terminated, unless the family had to move as a result of being the victim of domestic violence, dating violence, or stalking. The Housing Authority generally will not transfer a family's assistance more than once in a 12-month period. The same move-out process applies to tenants who are moving from one apartment to another in the same apartment complex or from one house to another unit owned by the same landlord.



If the Landlord wants to Terminate the Lease during the Initial Term of the Lease: The landlord may terminate the lease if the tenant violates the terms of the lease. The landlord must state the lease violations on the notice to the tenant. It is advisable for the landlord to obtain legal counsel when terminating tenancy.

If the Landlord wants to Terminate during any Extension Term of the Lease: If the landlord is terminating the lease within a lease extension period, the landlord may not terminate the lease except for 'other good cause.' The landlord must state good cause on the notice to the tenant. It is advisable for the landlord to obtain legal counsel when terminating tenancy.

Other Good Cause to Terminate the Lease: Other good cause for termination of tenancy by the landlord may include, but is not limited to, any of the following examples: (i) Failure by the family to accept the offer of a new lease or revision; (ii) A family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or premises; (iii) The landlord's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or (iv) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, or desire to lease the unit at a higher rent amount).



If the Landlord Sells the Property: The landlord must contact the Housing Authority prior to the sale of the property. Upon written request, proof of change of ownership, completion of the IRS W-9 form, and approval of the new owner, the Housing Assistance Payments Contract may be transferred to the new owner. The Housing Authority is not responsible to the new owner for payments issued to the old owner prior to approval of the transfer of the contract.

Inspection Checklist

The Housing Authority will inspect the following eight areas that must be reviewed for Housing Quality Standards (HQS) compliance:

- | | |
|--|--|
| <input type="checkbox"/> Living Room | <input type="checkbox"/> Building Exterior |
| <input type="checkbox"/> Kitchen | <input type="checkbox"/> Heating and Plumbing |
| <input type="checkbox"/> Bedrooms | <input type="checkbox"/> General Health and Safety |
| <input type="checkbox"/> Bathroom(s) | <input type="checkbox"/> Garage |
| <input type="checkbox"/> Other Rooms Used for Living | |
| <input type="checkbox"/> Secondary Rooms | |
| <input type="checkbox"/> Outbuildings | |

The following is a listing of the conditions that must be verified by the Housing Inspector:

- | | |
|---|--|
| <input type="checkbox"/> All major utilities (electricity, gas, water) must be turned on. | <input type="checkbox"/> There must be no missing, broken or badly cracked windows/window panes. |
| <input type="checkbox"/> The cooking stove and oven must be clean and in working condition. There must be burner control knobs. | <input type="checkbox"/> The roof must not leak. |
| <input type="checkbox"/> The refrigerator must be clean and in working condition. | <input type="checkbox"/> The hot water tank for the unit must have a pressure relief valve and a downward discharge pipe. |
| <input type="checkbox"/> The heating unit must be properly installed and vented and otherwise in good working order. Check with SDG&E to ensure safety of the heating system. | <input type="checkbox"/> There can be no tears, holes, or loose seams in carpeting or linoleum. |
| <input type="checkbox"/> There must be hot and cold running water in the kitchen and bathroom(s). | <input type="checkbox"/> Stairs and railings, inside and out, must be secure. |
| <input type="checkbox"/> There must be a shower or bathtub that is in good working condition. | <input type="checkbox"/> There can be no mice, rats, or insect infestation. |
| <input type="checkbox"/> There must be a flush toilet that works and does not leak. | <input type="checkbox"/> There must be a properly operating smoke detector on every level of the unit. |
| <input type="checkbox"/> The bathroom must have a window or working ventilation fan. | <input type="checkbox"/> There must be no cracking, chipping, scaling, or loose paint anywhere, inside or outside the unit. |
| <input type="checkbox"/> There must be no plumbing leaks or plugged drains. | <input type="checkbox"/> There must be no excessive debris in or around the unit, such as an accumulation of boxes, paper, trash, wood, tires, machine or auto parts, batteries, paint cans, or old appliances. Derelict vehicles must be removed from the premises. |
| <input type="checkbox"/> All accessible outside doors and windows must have working locks. | |
| <input type="checkbox"/> No double-keyed deadbolt locks will be allowed unless there is a second exit without double-keyed deadbolts. | |
| <input type="checkbox"/> All electrical outlets must have cover plates in good condition - no cracks. | |

For more detailed inspection standard information, read the HUD publication, "A Good Place to Live," in the Landlord Information section of the Housing Authority website at [www. S D K R . X V L](http://www.SDKR.XVL)

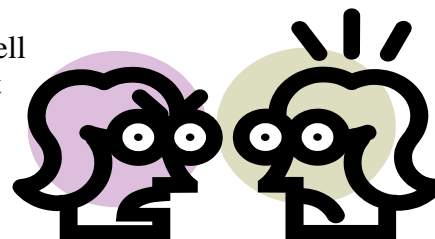
Annual Eligibility Determination

At least annually, the Housing Authority evaluates the following:

- **Tenant income and assets, family composition, and continuing eligibility:** The Housing Authority collects eligibility documents at least once a year in order to evaluate a change in the tenant's income, assets or family circumstances. This may result in a change in the portion of rent paid by the tenant.
- **Condition of the property and level of maintenance:** The Housing Authority inspects every unit at least once a year. The unit is inspected to ensure that it continues to meet the housing quality standards of the program. The Housing Authority will not continue the contract if the unit does not meet the housing quality standards. Generally, the inspection is scheduled with the tenant and the landlord is notified if there are issues with the unit.

Federal and State Laws

It is a violation of federal law for a housing provider to refuse to rent or sell a home, to offer unequal terms, quote different prices, or apply different policies on the basis of race, color, religion, disability, sex, familial status, or national origin. State law prohibits discrimination on the basis of marital status, ancestry, age, or familial status. Some of these laws are described below:



Unruh Civil Rights Act (1893, AMENDED 1959) prohibits discrimination in all public accommodations including rental housing and adds arbitrary discrimination to bases covered by the Fair Employment and Housing Act.

Ralph Civil Rights Act (1976) prohibits violence or the threat of violence against protected classes in the exercise of their fair housing rights.

Civil Code, Sections 54.1 - 54.3 specifically prohibits discrimination against the physically handicapped.

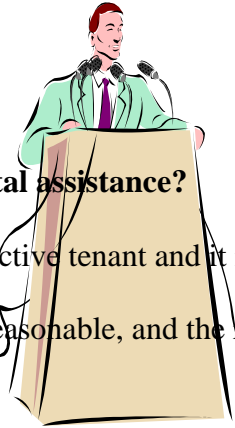
Federal Government

Civil Rights Act of 1866 protects the right of all persons to “inherit, purchase, lease, sell, hold, and convey” real and personal property. Bases covered are race and national origin.

Civil Rights Act of 1968, Title VIII prohibits discrimination based on race, color, national origin, religion, and sex.

Fair Housing Amendments Act of 1988 bars discrimination in the sale or rental of housing on the basis of a disability or because there are children in the family, but exempts housing for older persons (e.g., Section 202 housing).

Landlords/Managers Commonly Asked Questions



Q. When a Section 8 family selects my unit, what steps are needed to begin rental assistance?

A. There are four easy steps:

1. Landlord completes the Request for Tenancy Approval packet with the prospective tenant and it is forwarded to the Housing Authority
2. Housing Authority determines if the unit is within its jurisdiction, the rent is reasonable, and the rent is affordable to the tenant.
3. Housing Authority inspects unit for housing quality standards.
4. Landlord and Housing Authority sign a Housing Assistance Payment (HAP) Contract.
5. Landlord and family sign a lease that mirrors the term and conditions of the contract.

Q. Is my prospective tenant automatically eligible to receive Section 8 because I am willing to accept the program?

A. No. In order to be eligible for the Section 8 Housing Choice Voucher Program, the tenant must have an active voucher issued by the Housing Authority.

Q. My old tenants are still in the unit. Can the Housing Authority inspect my unit while my old tenants are still living there?

A. No. The Housing Authority cannot inspect the unit while the former tenants are still in residency. However, the Housing Authority can inspect the unit while the tenants to be assisted are occupying the unit.

Q. When is the lease effective?

A. The lease is effective once the unit passes inspection, a contract is executed, and the tenant is ready to move in.

Q. How much security deposit can I collect?

A. The landlord may charge a security deposit allowed under state and local law.

Q. Does the Housing Authority send payments to the Landlord/Manager?

A. Yes. Payments for a portion of the rent are issued to the designated landlord payee by direct deposit or by first class mail.

Q. When are the Housing Assistance Payments issued?

A. Within the exception of the first two calendar months after the unit is first approved, payments are issued on the first working day of the month.

Q. Who do I call if I do not receive my Housing Assistance Payment?

A. The landlord should contact the housing representative assigned to you and your tenant. If the payment is being made by mail, you should wait 10 days before contacting your housing representative.

Q. Can the family terminate tenancy?

A. After the initial term of the lease, the family may terminate tenancy with an advance written 30-day notice to the Landlord and the Housing Authority. Note: the Housing Authority's policies prohibit a tenant's assistance from being transferred more than once in a 12-month period.

Q. Can I terminate tenancy during the initial term of the lease?

A. Yes, the landlord may terminate tenancy for serious or repeated violations of the terms and conditions of the lease, or violations of Federal, State, local law relating to use or occupancy, or drug related criminal activity or violent criminal activity, as defined in Section 8 of the Tenancy Addendum. It is advisable for the landlord to seek legal counsel anytime s/he takes action to terminate tenancy. The landlord should forward documentation of tenant violations to the Housing Authority.

Q. After the initial term of the lease can I terminate the lease without cause?

A. Yes, the landlord may terminate tenancy without cause at the end of the initial lease term or at the end of any extension terms. However, it is advisable to carefully review the contract and lease, as well as to seek legal counsel on this matter.

Q. Is the Housing Authority responsible for evicting the Section 8 participant?

A. No. Enforcement of the lease and evictions are the responsibility of the landlord/manager. The Tenancy Addendum, HAP Contract and lease outline the grounds on which the landlord/manager may pursue eviction. It is advisable for the landlord to seek legal counsel anytime s/he takes action to terminate tenancy.

Q. How do I change my mailing address or property management company?

A. Changes of landlord address or changes in the address of the property management company must be sent, in writing to the Housing Authority. Written information should include your name (or property management company's name), your old and new address, the names of your tenants, the property address, your daytime telephone number, the effective date of the change and your signature. If the property management company has changed, a copy of the new agreement or contract should be forwarded to the Housing Authority.

Q. How do I inform the Housing Authority of a change in property ownership?

A. The owner must contact the Housing Authority prior to the sale of the property and provide the name and address of new property owner. The new owner must submit a written request for reassignment of the HAP Contract, along with proof of change of ownership.

Other Questions?

It is the Housing Authority's goal is to provide excellent service to the families and landlords participating in the Section 8 HCV Program.

If you have any questions regarding the information in this handbook or any other questions about the Section 8 HCV Program, please call:

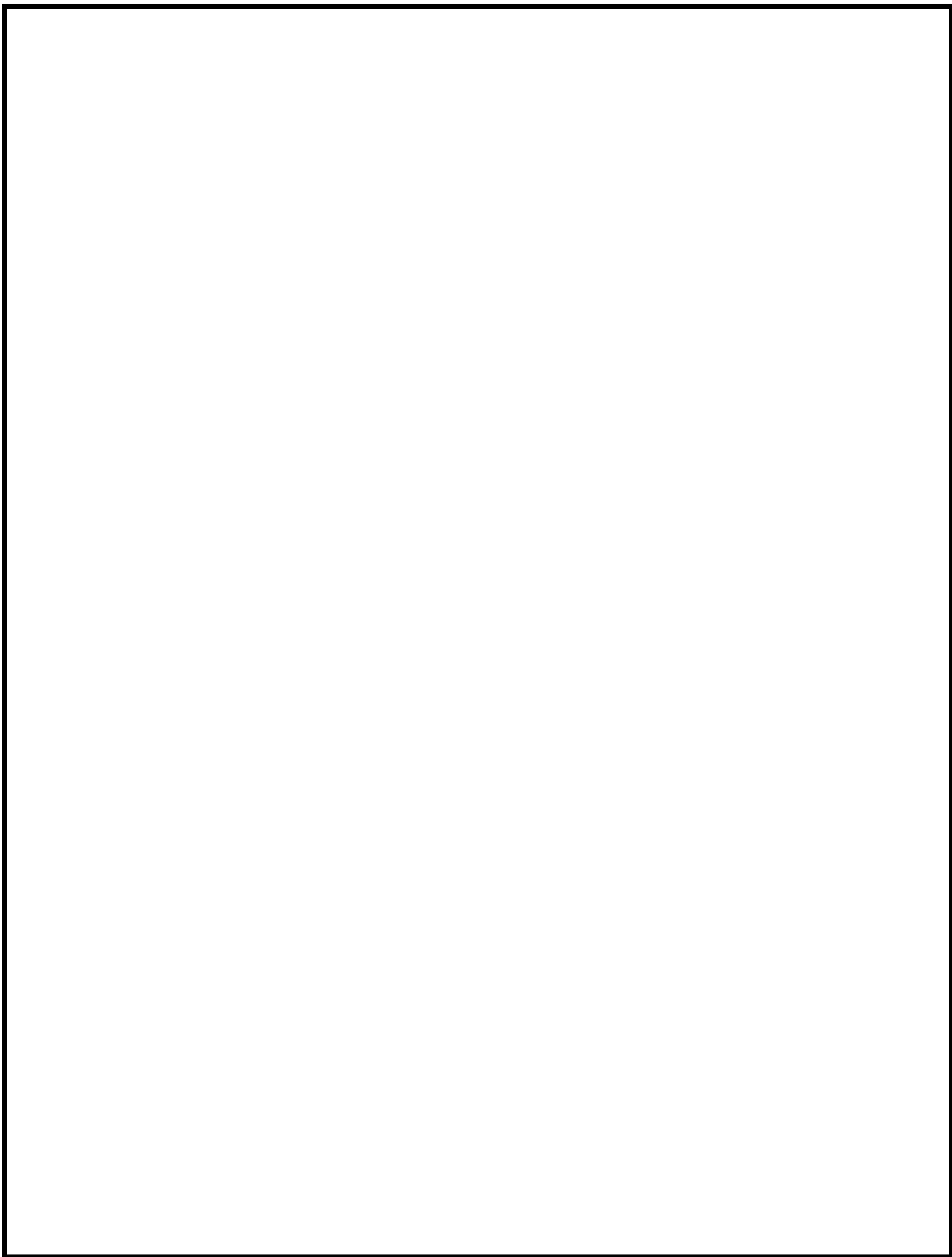
(858) 694-4801

Refer to this handbook often so that you can gain a better understanding of your role as a landlord in the Section 8 HCV Program.

The Rental Assistance Program is open to all persons, regardless of race, color, national origin, religion, sex, familial, marital status, disability or other discriminatory factors.

*Sample
Documents*





Housing Authority of the County of San Diego

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