

# HOUSING CHOICE VOUCHER PROGRAM



**Housing Authority  
of the City of El Paso**

## LANDLORD/OWNER HANDBOOK

## **Housing Choice Voucher Program Owner/Landlord Handbook**

### **Welcome to the Housing Authority of the City of El Paso, TX (HACEP) Housing Choice Voucher (HCV) Rental Assistance Program**

This packet contains information that you will find helpful in understanding the HCV Rental Assistance Program. Landlords will be required to register on the Landlord portal which is located on HACEP's website [www.hacep.org](http://www.hacep.org). You must keep an updated email address to receive correspondence from HACEP and must visit the message center.

As a landlord, you will understand your role and responsibilities as a housing provider as well as learn about the responsibilities of your HCV tenants. In order to be successful in the program, there must be a good working relationship between the landlord, the tenant and the Housing Authority.

Please read the information carefully and if you have any questions, contact Customer Service at (915) 849-3742 or submit an inquiry through HACEP's Landlord Portal..

## Owner/Landlord Handbook

### Table of Contents

<b>A. PROGRAM INFORMATION.....</b>	<b>3</b>
<b>B. OWNER INFORMATION.....</b>	<b>3</b>
1. BECOMING A HCV LANDLORD.....	3
2. RENTING YOUR UNIT TO HCV CLIENTS.....	4
3. TENANT VOUCHER USE.....	4
4. UNIT APPROVAL.....	4
5. THE HAP CONTRACT.....	5
6. HQS INSPECTION PROCESS.....	5
7. ANNUAL HQS INSPECTION.....	6
8. ABATEMENT OF HAP AMOUNT.....	6
9. PROSPECTIVE CLIENT ELIGIBILITY (SCREENING).....	7
10. SECURITY DEPOSITS.....	7
11. CHANGE OF MAILING ADDRESS.....	7
12. CHANGE IN OWNERSHIP.....	8
13. FORECLOSURES.....	8
14. MANAGEMENT CHANGE.....	8
15. OWNER AND PAYEE W-9 REQUIREMENT.....	8
16. OUT- OF- COUNTRY OWNER.....	9
17. REASONABLE RENT.....	9
18. CHANGE TO TTP AMOUNT.....	9
19. CONTRACT RENT INCREASES.....	10
20. UTILITY ALLOWANCES.....	11
21. TERMINATING THE HAP CONTRACT OR TENANT LEASE.....	11
22. FRAUD IN THE PROGRAM.....	13
<b>C. OWNER RESPONSIBILITIES.....</b>	<b>14</b>
<b>D. HACEP RESPONSIBILITIES.....</b>	<b>14</b>
<b>E. FREQUENTLY ASKED QUESTIONS.....</b>	<b>16</b>
<b>F. ATTACHMENTS.....</b>	<b>19</b>



# Owner/Landlord Handbook

## A. PROGRAM INFORMATION

The Housing Choice Voucher (HCV) program allows a family the freedom to select a unit of their choice. The family may choose to rent anywhere in the private rental market, as long as it meets certain requirements for eligible housing types, affordable rent, rent reasonableness and Housing Quality Standards (HQS). The landlord retains private property rights, including management, tenant selection, and maintenance. Once an individual or family receives a voucher, they will have 60 days to select suitable housing that meets their particular needs.

After a voucher holder locates a suitable unit, HACEP will inspect it to be sure it is decent, safe, and sanitary. HACEP will determine if the rent is reasonable and affordable, once that is done the family will be notified. Then the individual or family will sign a lease with the landlord. The landlord will sign a Housing Assistance Payment contract (HAP) with HACEP, which states the subsidy amount due from HACEP. Both the lease and the HAP contract will list the names of all family members approved to live in the specified unit.

The U.S. Department of Housing and Urban Development (HUD) sets forth the regulations for the HCV Program and provides funding. HACEP sets policies and strictly enforces HUD's regulations and HACEP's policies. As this program is federally funded, the number of vouchers and the amount of assistance available will depend upon the level of funding provided by HUD.

The HCV program provides for a rental payment subsidy on behalf of an eligible client. The client (tenant) is responsible for the tenant portion of the rent. HACEP pays the subsidy amount directly to the landlord. The landlord/owner has certain responsibilities, which are established through federal program regulation. This handbook will help you to understand your rights and responsibilities as a property owner participating in the HCV program.

The HACEP HCV program complies with all Equal Opportunity requirements. HACEP is in conformity with the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act.

## B. OWNER INFORMATION

### 1. Becoming A HCV Landlord

The process is simple! First, become familiar with your responsibilities under the program. They are listed in this information packet. We provide to our prospective clients a Participant Handbook in order to best understand all aspects of the program. Second, list your unit(s) through Gosection8 on HACEP's website [www.hacep.org](http://www.hacep.org) you may also receive assistance by calling the Gosection8 support team at 1-866-466-7328.

## 2. Renting Your Unit to HCV Clients

List your rental unit as you would in the private market. HACEP provides a listing to prospective clients of units listed through Gosection8.

## 3. Tenant Voucher Use

When a HCV participant becomes eligible for assistance through the program, a voucher is issued. The voucher will state the name of the eligible person, unit size qualified for, issue date and expiration date. When a HCV participant contacts you to rent the unit, ask to see the Voucher and check the expiration date in the upper right hand portion of the form. If the date is current, you can continue the leasing process.

You must complete the highlighted areas of the Request for Tenancy Approval (RFTA), Form HUD 52517, that will be provided to you by the prospective HCV client. Complete both sides of the form and give it back to the client, who will then return the completed form to HACEP.

## 4. Unit Approval

The following types of housing are NOT eligible for participation in the HCV program:

- Public housing
- A unit receiving project-based assistance
- Nursing homes, board or care facilities
- College or school dormitories
- Penal, reformatory, medical, mental or similar public or private institutions
- Unit occupied by its owner or by a person with any interest in the unit. (HACEP may approve exceptions in order to provide reasonable accommodations to persons with disabilities. 24 CFR 982.601(3).)

The unit will be approved once the following criteria are met:

- Unit is inspected and meets Housing Quality Standards (HQS)
- The rent is reasonable
- Unit is affordable for the family
- The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or HACEP; and
- Proposed Lease contains HUD required items

Once the unit is approved, HACEP will promptly notify the family and owner of the approval. Upon approval, HACEP will prepare the HAP contract.

### ***IMPORTANT NOTE!***

**HACEP will not pay any housing assistance to the owner until the unit passes inspection and the contract is signed.**

## 5. The HAP Contract

A Housing Assistance Payment contract (HAP) is the agreement between HACEP and the landlord. The landlord agrees to abide by the owner responsibilities as detailed in the HAP and HACEP agrees to pay its portion of the rent in a timely manner.

HACEP processes check runs twice per month. Monthly rent checks are deposited on the first business day of the month. If changes to the HAP amount are made after processing for the end of month check processing closes and HACEP owes additional rent to the landlord, the difference will be processed in the next check run and the amount will be deposited on the 15th day of the month.

## 6. HQS Inspection Process

Under federal regulations, HACEP cannot pay for housing assistance for any unit that has not passed a Housing Quality Standards inspection (HQS). HACEP will schedule an appointment for the inspection within 5 business days after the paperwork is turned into the housing office. The RFTA Form HUD 52517 must indicate the date the unit is available (#8 on form) for inspection, since the scheduled inspection appointment is set from that date ensure that your unit will be ready. HACEP has 15 days to schedule the inspection when the unit is available however, the 15-day period is suspended during any period the unit is unavailable for inspection.

Housing Quality Standards, or HQS, dictates acceptable criteria for key aspects of housing quality. They are:

- Sanitary facilities;
- Food preparation and refuse disposal;
- Space and security;
- Thermal environment;
- Illumination and electricity;
- Structure and materials;
- Interior air quality;
- Water supply;
- Lead-based paint;
- Access;
- Site and neighborhood;
- Sanitary condition; and
- Smoke detectors.

HACEP will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the HCV program unless HQS are met. Units may be inspected at least annually, and at other times as needed, to determine if the unit meets HQS.

HACEP must be allowed to inspect the unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail or an email. For the initial inspection prior to move-in, the owner must make the unit accessible to the inspector. The family does not have to be present for the initial inspection. However, we recommend you attend with the inspector to understand any pass/fail items. An Inspection checklist will be included with this booklet.

If the family cannot be at home for the scheduled inspection appointment, the family must call 48 hours in advance to reschedule the inspection or arrange to allow HACEP's inspector to enter the unit and complete the inspection.

\*\* HACEP's inspector will not enter the unit if the only member of the household present is under 18 years of age. It is the responsibility of the participant to reschedule the inspection so that an adult family member is present. Failure to comply with HQS requirements is considered a lease violation and assistance may be terminated.

If the family misses the scheduled inspection and fails to reschedule the inspection, HACEP will only schedule one more inspection. If two inspections are missed, HACEP will consider the family to have violated a Family Obligation and will initiate termination of assistance.

Remember, without a passing HQS inspection, HACEP will not send the HAP payment.

## **7. Annual HQS Inspection**

Every unit subsidized under the Housing Choice Voucher program may be subject to an annual inspection. At that time, the unit will undergo a thorough inspection based on HUD standards. The tenant and landlord will be notified of the results. Items requiring repair or replacement can be either the responsibility of the tenant or the landlord. Landlords will need to visit the Landlord portal on HACEP's website to obtain the results of the unit inspection; you must be registered as a user.

If failure to maintain HQS obligations causes a life-threatening situation, the responsible party (tenant or landlord) must correct the defect within no more than 24 hours. For other defects, the responsible party must correct the defect as indicated by the inspector or within no more than 30 calendar days. HACEP will not make any housing assistance payments for a dwelling unit that fails to meet the HQS.

If the family has caused a violation of the HQS, HACEP will take prompt and vigorous action to enforce the family obligations. The HACEP may terminate assistance for the family in accordance with 24 CFR 982.552.

If the owner fails to maintain the dwelling unit in accordance with HQS, HACEP will take prompt and vigorous action to enforce the owner obligations. HACEP remedies for such breach of the HQS include abatement, suspension, and termination of the HAP contract.

## 8. Abatement of HAP Amount

Abatement of HAP amount means that a hold is placed on the portion of the rent paid by HACEP. Abatement of the HAP occurs because the owner was notified by mail or email that the inspection revealed items needing certain repairs, and those repairs were not made by the date specified on the notice. If abatement occurs, the owner/agent receives a letter from HACEP stating the repairs for which the landlord/owner are responsible but have not been completed. The letter states HACEP will stop paying from this date until repairs have been completed.

The owner never recovers this money from the HACEP, nor can it be charged to the resident. HACEP cannot pay on a unit that does not meet Housing Quality Standards (HQS).

## 9. Prospective Client Eligibility (Screening)

HACEP performs the following checks prior to determining eligibility for the program.

- Income eligibility
- Information pertinent to determining level of benefits
- Money owed to other housing authorities
- Criminal background check
- Sex offender status

***HACEP does not screen for tenant suitability. It is your responsibility to screen and select your tenant as you would do with any non-subsidized tenant. We strongly encourage landlords to check tenant references.*** It is the landlord's responsibility to be compliant with the Violence Against Women Act (VAWA).

Upon the request of a prospective landlord, HACEP must provide the owner with the family's current and prior address (as shown in HACEP records); and the name and address (if known to HACEP) of the landlord at the family's current and prior address. [24 CFR 982.307 (b)(1)].

## 10. Security Deposits

Owners may establish any security deposit deemed appropriate. The total security deposit: must meet all of the following requirements:

- May not exceed the amount legally allowed according to state or local law
- May not be higher than what you charge for similar non-assisted units, and
- Cannot be applied in a discriminatory manner

## **11. Change of Mailing Address**

Log into the landlord portal to submit your inquiry to the HACEP, which will prompt you for the following information:

- Owner name
- Previous address
- New address
- New phone number

## **12. Change in Ownership**

The new owner will need to send a written request accompanied by a copy of the escrow statement or other document showing the transfer of title.

## **13. Foreclosures**

In May, 2009, President Obama signed into law the Protecting Tenants at Foreclosure Act of 2009 (PTFA) (S.896, P.L. 111-22). The objective of these new tenant protections is to ensure that tenants receive appropriate notice of foreclosure and are not abruptly displaced. This new federal law requires that a tenant under any bona fide tenancy or bona fide lease entered into before the notice of foreclosure has the right to occupy the premises until the end of the remaining term of the lease. The only exception to preserving the remaining term of the lease is for a purchaser who will occupy the unit as a primary residence. In this situation:

- The foreclosed owner of a home cannot force a HCV family to vacate the property prior to a sale of the property.
- The new owner may terminate the tenancy effective on the date of the transfer to the owner if the owner:
  1. Will occupy the unit as a primary residence; and
  2. Has provided the tenant with a notice to vacate at least 90 days before the effective date of such notice.

## **14. Management Change**

Send a written request to the HACEP accompanied by a copy of a document authorizing the new management company.

## **15. Owner and Payee W-9 Requirement**

HACEP is required by the IRS to have a W-9 on file for every vendor receiving funds from the HACEP for 1099 reporting purposes. The W-9 needs to be completed accurately. If the payee name does not match with the identification number, the HACEP

will be issued a penalty. The HACEP will then be required to withhold backup withholding at 28% from the payee.

HACEP requires a W-9 on file before payment, can be made to landlords. The payee always needs a W-9 completed for 1099 reporting purposes. If the owner is not the payee, we need the owner information on file in case there is a change in payee.

## **16. Out-of-Country Owner**

Foreign owners need to complete the W-8BEN form before payment can be made. Foreign owners that do not have a tax identifying number will need to complete a W-8BEN form and once they obtain the number they will need to present it to HACEP. HACEP is required to withhold a tax rate of 30% for any payment of an amount to foreign owners.

Owners that live out of the country must have a designated business agent to enable HACEP to have a direct communication with a landlord.

## **17. Reasonable Rent**

The contract rent amount charged must be reasonable. It cannot be more than what would be charged to a non-subsidized renter. HACEP will not approve an initial rent or a rent increase without determining that the rent amount is reasonable.

Rent Reasonableness is determined prior to the initial lease and at the following times:

- Before any increase in rent to owner is approved;
- If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and
- If the HACEP or HUD, directs that reasonableness be re-determined.

In making a rent reasonableness determination, HACEP makes a comparison of the rent and other comparable factors of the unit to be rented with comparable units in the same or comparable neighborhoods. Factors that HACEP will consider are the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities. Owners may review the determination made on their unit. Additional information may be submitted for consideration or for improvements to the unit that will enable HACEP to consider.

The owner must certify on the RFTA, HUD Form 52517, the rent charged to the HCV participant is not more than the rent charged for comparable unassisted units on the premise (Owners with more than 4 units). By accepting the housing assistance payment each month, the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

## 18. Change in Total Tenant Payment (TTP) Amount

The family's TTP is the greater amount of 30% of adjusted income or 10% of gross income. HACEP has a minimum requirement of \$50.

TTP amounts may change throughout the lease period, if the tenant has submitted a change request to HACEP in family composition or income amount. HACEP, at this time, completes interim changes only on reported decreases. The only effect this will have on the landlord is that the payment amounts from the tenant to the landlord and from HACEP to the landlord will change. You will receive notification of this change prior to the payment date.

### Decrease in TTP

If the new decreased TTP is delayed beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed (Retroactively).

If the new TTP is delayed due to the family (i.e., family did not report the change in a timely manner), the change will be effective the first of the month after the TTP amount is determined. Reductions in TTP are not retroactive if the delay is family-caused.

### Increase in TTP

Unless there is a family-caused delay in the annual reexamination process, any rent increase will be effective the first day of the second month after the month in which the family receives notice of the new rent amount.

If the family causes a delay, the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

## 19. Contract Rent Increases

Contract rent increases are not permitted for the first year of the lease. When the owner is proposing to increase/decrease the amount of rent, the owner must notify HACEP and the client of any changes in the amount of the rent to owner at least 60 days before any such changes go into effect [24 CFR 982.308(g)(4)]. You may submit only one annual increase/decrease rent request within 120 to 60 days of effective date. Furthermore, it is recommended that you submit the rent increase before the expiration of your lease so that it may coincide with the client's annual recertification. Once the request has been reviewed and determined to be rent reasonable, HACEP will approve or disapprove and an email is automatically sent to the landlord upon completion. The landlord must log into the landlord database to obtain information regarding the status of the rent increase that was processed. The landlord must notify their client within 5 days of the rent increase/decrease approval. **A new lease will be requested if the current lease does not**

**have a renewal clause and or utilities/appliance responsibility changed.** Also, for additional information please refer to page 10, of the Housing Assistance Payment Contract (HAP), FORM HUD-52641, Section 15. **Changes in Lease or Rent.**

Rent Increases will be effective on the first of the month following the 60 day period after the owner notifies HACEP of the rent change or on the date specified by the owner, whichever is later.

## **20. Utility Allowances**

The HACEP maintains a utility allowance schedule to help offset the cost of tenant-paid utilities. This does not include telephone or cable television.

The utility allowance schedule is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the HACEP uses normal patterns of consumption for the community as a whole, as well as current utility rates for the area.

The HACEP reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The HACEP maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Current utility schedules are available at HACEP's website.

The HACEP will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule, if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by a person with a disability.

At each reexamination, the HACEP applies the utility allowance from the most current utility allowance schedule.

## **21. Terminating the HAP contract or Tenant Lease**

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by mutual agreement of both. The owner may only terminate the HAP contract by terminating the lease. The HAP contract may be terminated by the HACEP. Under some circumstances, the contract automatically terminates.

### **A. Termination of the lease –**

#### **Family**

1. The family may terminate the lease without cause upon proper notice to the owner and to the HACEP after the first year of the lease. The length of the notice that is required is stated in the lease (generally 30 days).

Owner

2. The owner may terminate the lease during its term on the following grounds:

- a. **Serious or repeated violations of the terms or conditions of the lease;**
- b. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;
- c. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
- d. Any drug-related criminal activity on or near the premises;
- e. Other good cause. Other good cause may include, but is not limited to:
  - (1) Failure by the family to accept the offer of a new lease;
  - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
  - (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
  - (4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.
- f. During the first year of the lease, the owner may not terminate tenancy for other good cause, unless, the reason is because of something the family did or failed to do.
- g. The owner may only evict the tenant by instituting court action. The owner must give the HACEP a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.
- h. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

**\*\*Owners/Landlords/Managers please keep in mind your responsibilities under the Violence Against Women Act of 2005. If the violence or disturbance by the family is caused by domestic violence, dating violence or stalking, your rights to evict may be restricted. Please see the Notice included in this information packet.**

3. Termination of the Lease by mutual agreement

The family and the owner may at any time mutually agree to terminate the lease. This will not cause the family to lose its subsidy.

B. Termination of the HAP Contract

1. Automatic termination of the Contract

- a. If the HACEP terminates assistance to the family.
- b. If the family, moves out of the unit (including abandonment).
- c. If 180 calendar days have elapsed, since the last housing assistance payment to the owner.

2. Termination of the HAP contract by the owner

The owner may only terminate tenancy in accordance with the lease and State and local law.

3. Termination of the HAP contract by the HACEP

The HACEP may terminate the HAP contract because:

- a. The HACEP has terminated assistance to the family.
  - b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
  - c. The unit is larger than appropriate for the family size or composition under the regular Voucher Program.
  - d. When the family breaks up and the HACEP determines that the family members who move from the unit will continue to receive the assistance.
  - e. The HACEP determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
  - f. The owner has breached the contract in any of the following ways:
    - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
    - ii. If the owner has violated any obligation under any other housing assistance payments contract under HCV.
    - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
    - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;
    - v. If the owner has engaged in drug-related criminal activity.
    - vi. If the owner has committed any violent criminal activity.
  - g. Upon, death of a single occupant.
4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the HACEP will continue to make payments until the owner obtains a judgment or the family moves out.

## 22. Fraud in the Program

The Housing Choice Voucher program is federally funded and therefore program requirements must be met, regulations followed, and government funds properly utilized. Incidences of fraud, willful misrepresentation, or intent to deceive with regard to the Housing Choice Voucher program are criminal acts and will be prosecuted to the fullest extent of the law.

## C. OWNER RESPONSIBILITIES

As an owner, landlord, or manager of a rental unit, you have very specific obligations and responsibilities if you choose to rent to a HCV client. Failure to abide by these responsibilities may cause HACEP to terminate the HAP contract.

- Perform all management and rental functions for the assisted unit, including screening and selection of tenants.

- Maintain the unit in accordance with Housing Quality Standards (HQS), including performance of maintenance.
  - If the owner fails to maintain the dwelling unit in accordance with HQS, the HACEP will take prompt and vigorous action to enforce the owner obligations. The HACEP's remedies for such breach of the HQS include abatement, suspension, or reduction of housing assistance payments and termination of the HAP contract.
  - The HACEP will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the HACEP inspector and the correction is verified. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the time specified by the inspector or no more than 30 calendar days (or any HACEP approved extension).
- Provide information to the family on the status of lead-based paint in the unit.
- Collect from the renter: security deposit, tenant portion of the rent, any charges for damages to the unit.
- Comply with equal opportunity and fair housing requirements.
- Prepare information required under the HAP contract and furnish the information to HACEP.
- Initiate the lease agreement with the participant.
- Enforce the tenant obligations under the lease.
- Pay for utilities and services agreed upon in the lease.
- May not collect side payments from HCV renters or charge more than approved by HACEP.
- Responsible for provisions or modifications to the unit as reasonable accommodations.
- Notify HACEP of any change in ownership.

#### **D. HACEP RESPONSIBILITIES**

The HCV Program is a three-way relationship. The participant and owner have certain responsibilities, as does the housing authority. HACEP will do the following to ensure the HCV program is administered lawfully and successfully. The HACEP will comply with the HUD funding contract, Annual Contributions Contract (ACC), the application, HUD regulations and other requirements, and the HACEP HCV Administrative Plan. In administering the program, the HACEP must:

- Publish and disseminate information about the availability and nature of housing assistance under the program;
- Explain the program to owners and families;
- Seek expanded opportunities for assisted families to locate housing outside areas of poverty concentration;
- Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty concentration;

- Affirmatively further fair housing goals and comply with equal opportunity requirements;
- Make efforts to help persons with disabilities find satisfactory housing;
- Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
- Determine who can live in the assisted unit at admission and during the family's participation in the program;
- Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
- Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
- Inspect the unit before the assisted occupancy begins and may inspect annually during the assisted tenancy;
- Determine the amount of the housing assistance payment for a family;
- Determine the maximum rent to the owner and whether the rent is reasonable;
- Make timely housing assistance payments to an owner in accordance with the HAP contract;
- Examine family income, size, and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
- Establish and adjust HACEP utility allowance;
- Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the HACEP, if the owner defaults (e.g., HQS violation);
- Determine whether to terminate assistance to a participant family for violation of family obligations;
- Conduct informal reviews of certain HACEP decisions concerning applicants for participation in the program;
- Conduct informal hearings on certain HACEP decisions concerning participant families;
- Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
- Administer an FSS program.

## **E. FREQUENTLY ASKED QUESTIONS**

### **How will I be paid for the rent?**

HACEP will calculate the tenant portion of the rent based on eligible income. The tenant is responsible for this amount paid directly to the landlord. HACEP pays the difference directly to the landlord by direct deposit. If you do not have a checking account, a debit card will be issued to you by Chase Bank and your rent will be deposited into it. If the HAP portion of the rent has not been received, please contact HACEP. The tenant is only responsible for their portion of the rent payment.



**If I choose to rent to a HCV client, do I have to treat them any differently than any of my non-subsidized tenants?**

No! Actually, it is against the law to treat a HCV Housing Choice Voucher tenant any differently than a non-subsidized tenant. This covers security deposits, background checks, and move-in and move-out procedures. You may even use your own lease, however, it must include the HUD required HCV Housing Choice Voucher Program Tenancy Addendum.

**What are the terms of the lease?**

A written lease is required. The first lease must be for a 12-month period. After that, the landlord and tenant can agree to any term length, however, the tenant will still be required to undergo a recertification for eligibility every 12 months. HACEP will review the lease, and of course, the Tenancy Addendum must be a part of the lease.

**What if I want to terminate the lease?**

The landlord may terminate the lease if the tenant violates the lease, or for other good cause, however, it cannot be for a reason that would not apply to your non-subsidized tenants. The owner and the renter can also decide to mutually terminate the lease at any time. In addition, the landlord has the option to "not renew" the lease at the end of any term.

**What if the renter vacates the unit in violation of the lease?**

The property owner may retain the security deposit for the amount of unpaid rent and any damages caused to the unit. HACEP will not reimburse the landlord for any damages to the unit or financial losses to the landlord.

**If I think a current tenant would qualify for the Housing Choice Voucher/HCV, can I rent to them under the program?**

No. In order to receive housing assistance through the HACEP HCV rental assistance program, families must apply when we open our waiting list and go through the application/eligibility process. However, if a current tenant applied and has been through the eligibility process, they can "rent in place", which means they can stay in their current apartment as a HCV client as long as the landlord accepts HCV and agrees to the terms of the contract and requirements of the program.

**When a tenant moves out and does not give me a written notice, when will you cancel the contract?**

The contract will be canceled at the end of the month in which the tenant moved out.

**Who pays for utilities?**

You should pay for any utilities that you pay for non-subsidized tenants. As in any other rental agreement, responsibility for utilities should be in writing in the lease and in the HAP contract.

**How do I request a rent increase for a HCV tenant?**

During the first year of the lease, the rent cannot be increased. After the first year, you may request an increase annually with a 60-day notice to the tenant and HACEP. The increase is subject to rent reasonableness and HACEP approval. Please see Section 23 in this packet for additional information.

**How does the Violence Against Women Act of 2005 (VAWA) affect my right to evict?** VAWA gives protections from eviction for a victim of domestic violence, dating violence or stalking. While you cannot evict the victim, you may be able to evict the perpetrator of the act, if that person is a member of the household. Please see the notice included in this packet.

**When can the HCV participant move into the unit?**

The HCV participant will be notified by HACEP that the unit has been approved. If the client moves in prior to approval date, HACEP will not be responsible to pay for those days.



## F. ATTACHMENTS

### Landlord/Owner Checklist

1. Register unit at GoSection8.com or contact the helpdesk at 1-(866) 466-7328 for assistance.
2. Potential Tenants will contact Owner/Landlord,
3. Owner/Landlord must screen potential Tenants
4. Once Owner/Landlord is willing to rent to a potential Tenant, Owner/Landlord will need to fill out the following documents.
  - Request for Tenancy Approval Form-** information concerning the vacant unit, back side is the certification if there are more than 4 units and information pertaining to you. What you pay and what the tenants pay.
  - W-9 Form-**Complete form in its entirety and ensure all information is correct. This form may be faxed to (915)849-3864, mailed or delivered to: **5300 E. Paisano Dr., El Paso, TX 79905. Attn: HCV PROGRAM.**
  - HCV Landlord Certification Form-** 6/17/1998 HUD published a Final Rule with regards to the Housing Choice Voucher Program: Restrictions on Leasing to Relatives, The Final Rule limits the circumstances under which a landlord may lease a unit with HCV assistance to a relative: Only if HACEP determines that leasing will accommodate a person with disabilities.
  - Disclosure of Information on Lead Based Paint and /or Lead Based Paint Hazards-** This form must be completed for all units built prior to 1978.
  - Direct Deposit Application Form-** Complete form in its entirety and ensure all information is correct. This form may be faxed to (915)849-3864;mailed or delivered to: **5300 E. Paisano Dr., El Paso, TX 79905. Attn: HCV PROGRAM.**
5. A proposed lease must be attached to the RFTA packet.
  - Proposed Lease must specify any upfront fees, utilities supplied and who owns the major appliances. Lease that stipulates tenant is responsible for repairs, other than, tenant caused damages will not be accepted.
7. All Forms are turned into HACEP for review and if completed correctly, RFTAs are forwarded for unit to be inspected.
8. Once unit passes inspection and client is notified that they may move-in Landlord will be scheduled to come in to bring copy of executed lease, Deed of Trust, and sign Housing Assistance Payment Contract (HAP). A HAP contract executed over 60 days from the beginning of the lease term will be void and HACEP may not pay any housing assistance payment to the owner.

**NOTE:** HACEP does not formally approve an owner to participate in the HCV program. However, there are a number of criteria where HACEP may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues. No owner has a right to participate in the HCV program (24.CFR 982.306(e))

# Inspection Checklist

- A smoke detector must be installed on each level and in each bedroom and must be in working condition.
- All major appliances must be clean and working properly.
- ELECTRICAL- there must be at least one working outlet and one permanently installed light fixture in the kitchen; two outlets or one outlet and one working light fixture in the living room and in each bedroom; one permanently installed light fixture in the bathroom; all other rooms must have a mean of illumination. All switches and outlets must have cover plates which are not cracked or broken. All wiring must be properly installed, secured and insulated. Broken/frayed wiring and loose light fixtures are not acceptable. Wires running along baseboards or ceiling must be properly secured and encased.
- PLUMBING – All kitchen and bathroom fixtures and supporting plumbing must be free of leaks and excessive corrosion. The water heater must be located, equipped and installed in a safe manner.
- Each bathroom must have a working exhaust fan or a window that opens to the exterior.
- Seal or caulk all edges and corners around bathtub, shower and lavatory.
- The unit must have an approved heating system in good condition and properly installed.
- The cooling system must be properly installed and in safe condition.
- Unit must be free of infestation (roaches, mice, rats). The owner shall be responsible for extermination within the building or premises prior to move-in.
- Carpet must be properly fitted and in sanitary condition. If it is torn, it must be repaired, replaced or removed.
- The roof must be in good condition and free of leaks. If it has had previous leaks, the affected ceiling area must be repaired and painted.
- Interior walls and ceilings must be free of chipping or peeling paint.
- Floors must be free of hazardous defects (torn linoleum, broken lifting or missing tiles, etc.)
- Screen doors (if present ) must be in good condition. Torn screen wire is not acceptable.
- Painted exterior surfaces must be free of peeling or scaling paint. Rotting wood should be replaced.
- Stairs, rails and porches must be sound and free from defects. If there are four or more stairs in a run, a handrail must be present.
- Openings in foundation leading under the unit shall have covers. Methods of covering must be secure.
- Exterior door frames, jambs, stops and headers must be securely attached to the structure and should not have any splitting or deterioration that would minimize the strength and security of the door in a closed position. Makeshift repairs are not acceptable.
- All Exterior doors must have single key locks (no double key locks permitted on any exterior door including iron doors)
- WINDOWS – The living room and each bedroom must have at least one window with no broken glass. At least one window in each bedroom must be openable and lockable. If bedroom windows have security bars, at least one must be equipped with a keyless interior quick release mechanism to allow for emergency exit.
- Mobile home must be properly placed and tied down.
- Front and back yards must be free of tall grass and weeds. All discarded items, debris and trash must be removed.
- WEATHERIZATION – All windows and doors must be properly weatherized (weather stripping, seals, etc.)

**LANDLORD/PROPERTY OWNER, PLEASE KEEP THIS COPY FOR YOUR RECORDS**



## **NOTICE TO APPLICANTS AND PARTICIPANTS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)**

A federal law that went into effect in 2005 protects individuals who are victims of domestic violence, dating violence, and stalking. The name of the law is the Violence against Women Act, or “VAWA.” This notice explains your rights under VAWA.

### **Protections for Victims**

If you are eligible for the Housing Choice Voucher Program (HCV), the housing authority cannot deny you rental assistance solely because you are a victim of domestic violence, dating violence, or stalking.

If you are the victim of domestic violence, dating violence, or stalking, you cannot be terminated from the HCV program or evicted based on acts or threats of violence committed against you. Also, criminal acts directly related to the domestic violence, dating violence, or stalking that are caused by a member of your household or a guest can't be the reason for evicting you or terminating your rental assistance if you were the victim of the abuse.

### **Reasons You Can Be Evicted**

You can be evicted and your rental assistance can be terminated if the housing authority or your landlord can show there is an *actual* and *imminent* (immediate) threat to other tenants or employees at the property if you remain in your housing. Also, you can be evicted and your rental assistance can be terminated for serious or repeated lease violations that are not related to the domestic violence, dating violence, or stalking committed against you. The housing authority and your landlord cannot hold you to a more demanding set of rules than it applies to tenants who are not victims.

### **Removing the Abuser from the Household**

Your landlord may split the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the assisted unit. Also, the housing authority can terminate the abuser's HCV rental assistance while allowing you to continue to receive assistance. If the landlord or housing authority chooses to remove the abuser, it may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, your landlord must follow federal, state, and local eviction procedures.

### **Moving to Protect Your Safety**

The housing authority may permit you to move and still keep your rental assistance, even if your current lease has not yet expired. The housing authority may require that you be current on your rent or other obligations in the housing choice voucher program. The housing authority may ask you to provide proof that you are moving because of incidences of abuse.

### **Proving that You Are a Victim of Domestic Violence, Dating Violence, or Stalking**

The housing authority and your landlord can ask you to prove or “certify” that you are a victim of domestic violence, dating violence, or stalking. The housing authority and your landlord must give you at least 14 business days (i.e. Saturdays, Sundays, and holidays do not count) to provide this proof. The housing authority and your landlord are free to extend the deadline. There are three ways you can prove that you are a victim:

- Complete the certification form given to you by the housing authority or your landlord. The form will ask for your name, the name of your abuser, the abuser's relationship to you, the date, time, and location of the incident of violence, and a description of the violence.

- Provide a statement from a victim service provider, attorney, or medical professional who has helped you address incidents of domestic violence, dating violence, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both you and the professional must sign the statement, and both of you must state that you are signing “under penalty of perjury.”
- Provide a police or court record, such as a protective order.

If you fail to provide one of these documents within the required time, the landlord may evict you, and the housing authority may terminate your rental assistance.

### Confidentiality

The housing authority and your landlord must keep confidential any information you provide about the violence against you, unless:

- You give written permission to the housing authority or your landlord to release the information.
- Your landlord needs to use the information in an eviction proceeding, such as to evict your abuser.
- A law requires the housing authority or your landlord to release the information.

If release of the information would put your safety at risk, you should inform the housing authority and your landlord.

### VAWA and Other Laws

VAWA does not limit the housing authority’s or your landlord’s duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, or stalking.

### For Additional Information

For help and advice on escaping an abusive relationship, call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY).

### Definitions

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse of the victim
- A person with whom the victim shares a child in common
- A person who is cohabitating with or has cohabitated with the victim as a spouse
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
- Any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction
- VAWA defines *dating violence* as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:



- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

VAWA defines *stalking* as (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person OR (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person AND (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person, or (iii) the spouse or intimate partner of that person.



# Request for Tenancy Approval Housing Choice Voucher Program

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
(exp. 10/31/2010)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency (PHA)	2. Address of Unit (street address, apartment number, city, State & zip code)
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3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection
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9. Type of House/Apartment

Single Family Detached  
  Semi-Detached / Row House  
  Manufactured Home  
  Garden / Walkup  
  Elevator / High-Rise

10. If this unit is subsidized, indicate type of subsidy:

Section 202  
  Section 221(d)(3)(BMIR)  
  Section 238 (Insured or noninsured)  
  Section 515 Rural Development

Home  
  Tax Credit

Other (Describe Other Subsidy, including Any State or Local Subsidy) \_\_\_\_\_

11. Utilities and Appliances  
The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			
Other (specify)			