



# **LEXINGTON HOUSING AUTHORITY HOUSING CHOICE VOUCHER PROGRAM**

## **OWNER/LANDLORD INFORMATION PACKET**

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[www.lha-nc.org](http://www.lha-nc.org)**



## **WHO ARE WE?**

Lexington Housing Authority (LHA) administers the Section 8 rental assistance programs for Davidson County. These programs are funded and regulated by the U.S. Department of Housing And Urban Development (HUD).

## **LHA VISION AND MISSION**

LHA believes that housing and related services are essential components of a strong and vibrant community – impacting the education, health, and well-being of all people. Therefore, we will be intentional in our approach to assist the residents of Davidson County with affordable housing opportunities. We embrace the unique contributions and perspectives brought by residents, staff, Commissioners, and the community at large.

We will continue to cultivate caring and knowledgeable staff and provide exceptional and fair service to all.

LHA's mission is to maintain a responsive agency that meets the housing needs of its many different constituents as well as the broader Davidson County community. We promote self-sufficiency, personal growth and community inclusiveness, while maximizing our resources and maintaining the fiscal responsibility entrusted to this agency.

The Housing Choice Voucher (HCV) program is designed to achieve these major objectives:

1. To take seriously our role in filling gaps in housing for those who are less fortunate due to low income or other circumstances.
2. To champion the transitional out of assisted housing for those with various forms of housing needs, fostering mobility to self-sufficient living circumstances.
3. To work as a team with highly skilled and engaged staff who are caring, responsive, and practice integrity by doing what they said they would do.
4. To pride ourselves in fostering the quality of family life and assuring social needs are met through appropriate avenues.
5. To encourage residents who are economically independent and socially responsible to the community.



## WHAT IS THE HOUSING CHOICE VOUCHER (HCV) PROGRAM?

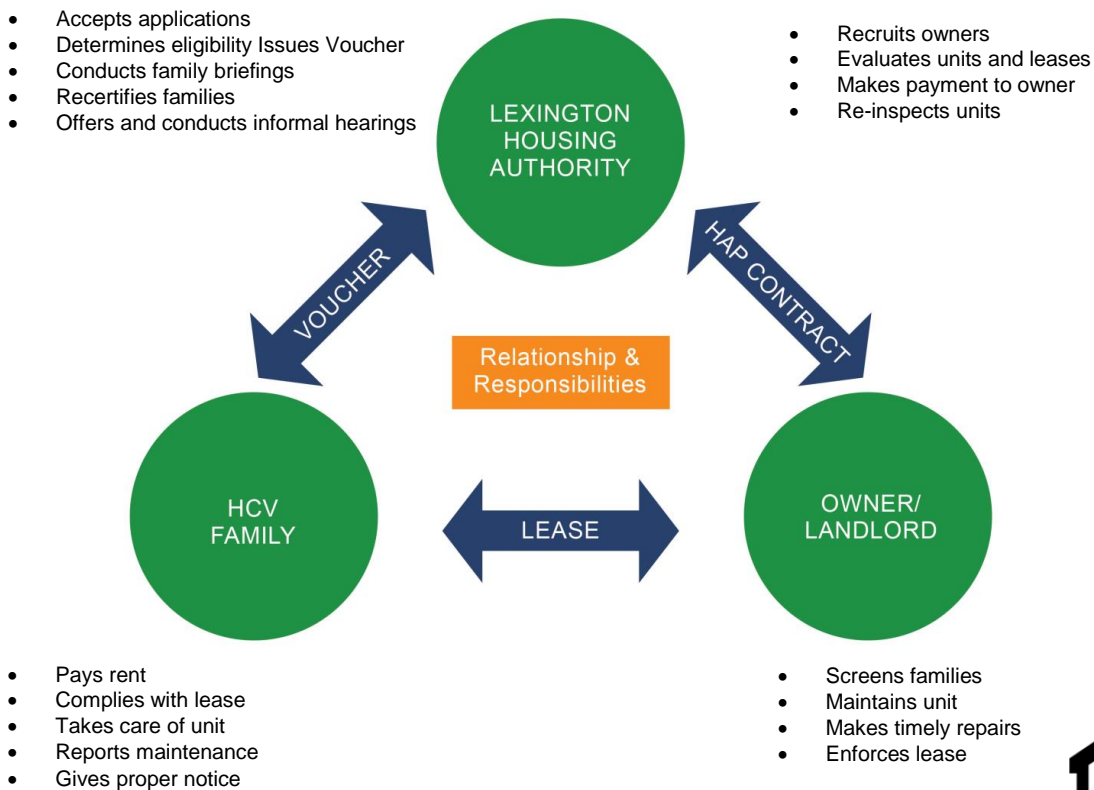
The Housing Choice Voucher (HCV) Program is a rental subsidy program funded by HUD to local Public Housing agencies (PHA's) to assist eligible families in renting decent, safe and sanitary housing in the private rental housing market. Unlike Public Housing (PHA owned developments), the HCV Program is tenant based and not development based. What this means is that assistance is "attached" to the family and not a particular development or unit thereby giving the family the freedom to choose where they want to live.

The HCV Program creates a three-way partnership between the local Housing Authority, the participating family and the owner/landlord of the private rental unit.

Eligibility for program participants is determined by family composition, income, arrest history, past participation in federally subsidized programs and monies owed to LHA or other federally subsidized programs. The allowable household income is established by the Department of Housing and Urban Development (HUD). Participants can choose the type of housing they wish to rent. Each unit must pass a Housing Quality Standards (HQS) inspection to ensure that the unit is a safe and decent place to live.

Approximately 3,000 households are served through the Section 8 HCV Program.

A HCV allows a participant to pay approximately 30% of their monthly adjusted income for rent. LHA pays the remaining portion of the LHA approved contract rent directly to the landlord. The participant's portion of the rent may not exceed 40% of their monthly adjusted income. HCV's may be portable nationally.



## HOW DOES THE HOUSING CHOICE VOUCHER PROGRAM WORK?

### Step 1: Application

- The family applies to be placed on LHA's "Waiting List"
- Families are called off the waiting list as funding becomes available. The order in which families are called from the waiting list is based on several factors including time/date of application and any preferences LHA may have.
- LHA must then determine family eligibility.
  - An applicant must be a "family"
    - A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or,
    - A group of persons residing together
  - An applicant must be within the appropriate Income Limits
  - An applicant must furnish an acceptable Social Security document that contains the Social Security numbers (SSN) for all family members
  - An applicant must furnish declaration of citizenship and eligibility immigrants status
  - Lifetime sex offenders are prohibited from admission to HUD-subsidized housing
  - The family will be screened for any previous drug related or violent criminal activity
  - An applicant must not have violated any family obligation during previous participation in the HCV Program for one year prior to the final eligibility determination
  - No family member may have been evicted from Public Housing for any reason during the last year prior to final eligibility determination
- LHA issues the eligible applicant a HCV and explains program rules and regulations to the family through a Briefing Session. This entitles the family to begin their search for a rental unit of the appropriate size as determined by LHA.
- The voucher is issued and is valid for a period of 120 days.

### Step 2: Lease-up Steps

- When the family has found a housing unit that is satisfactory, they must negotiate a residential lease agreement with the owner/landlord. To do this the owner/landlord must first agree to participate in the HCV Program.
- The owner/landlord screens and approves the family for their unit.
- If the owner/landlord agrees to participate in the program and to lease their unit, the owner/landlord and family should conduct a joint inspection of the unit to determine its current condition.
- The owner/landlord must fill out certain documents, which the family will have with them. These documents include the Request for Tenancy Approval (RTA), Lead Based Paint Certification form, Directions for Locating Rental Unit, Owners Certification (A copy of a Management Agreement will be necessary if someone other than the owner will be managing the property), and Disclosure of Methamphetamine.



- The family will return these documents to our office where they will be reviewed and approved. LHA will verify the requested rent is within the family's subsidy and the amount does not cause the family's portion to exceed 40% of their adjusted monthly income.
- Assuming all basic program requirements have been met, an inspection of the rental unit will be conducted within 5-7 business days. The Inspection department will contact the owner/landlord with the scheduled appointment date and time via mail or phone.
- If the unit meets HQS and LHA and the owner/landlord have agreed on a monthly contract rent amount, and the rent is determined reasonable according to area comparables, then a HAP contract will be executed.
- The HAP contract will be mailed to the owner/landlord to be signed and returned to LHA for execution. **NOTE: The HAP contract must be signed within 60 days of the effective date of the contract or LHA must push the effective date back one month. If this occurs and the tenant is in the unit, the tenant is responsible for the full contract rent for the unit for any month that LHA is not paying the HAP.**
- If the unit fails the inspection the owner/landlord must correct the defect(s). **LHA cannot start rent payments until a unit has passed inspection.**
- The Residential Lease agreement will be executed effective the date the unit passed inspection and/or the date the tenant takes possession of the unit, whichever is latest.
- Payment of the family's portion of rent will begin on the effective date of the contract and lease, which will be sent directly to the owner/landlord. The owner/landlord is responsible for attaching the HUD Tenancy Addendum to their standard lease agreement for each assisted tenant.
- Both owner/landlord and family are obligated to comply with the terms and conditions of the lease and the HAP Contract and the rule and regulations of the program in exchange for monthly rental payments.
- Ongoing Activities – the family must comply with family obligations which include reporting changes in household composition, income, assets, childcare etc. during the term of the lease.

### **Step 3: Annual Re-certification Process**

- Ninety (90) days prior to the expiration of the lease LHA will notify the family of the re-certification process. They must prepare to go through the "re-certification" process to renew "in-place" or find another unit in which to live. The process is as follows:
- Family is notified of the upcoming expiration of the contract and instructed to report to the LHA Administrative Office on their scheduled appointment for re-certification
- If the family is moving and has provided a written thirty (30) day notice to the owner/landlord, a moving package will be issued to the family. This package will have all the required forms for the new landlord to fill out
- The current or new unit will be inspected. If it meets HQS, a continuation of the existing contract or a new contract will begin



- Upon approval the HAP Contract and Lease Addendum or Amendment will be processed
- Upon receipt of all documents by LHA, the HAP Contract is processed for payment

### **SPECIAL NOTICE**

Effective June 17, 1998, HUD published a Final Rule with regards to the HCV Program; Restrictions on Leasing to Relatives, making it illegal for a HCV participant to rent or lease a unit from someone who is related to them, i.e. parent, child, grandparent, grandchild, sister or brother.

The Final Rule limits the circumstances under which a landlord may lease a unit with HCV assistance to a relative. It permits such leasing ONLY if LHA determines that the leasing will accommodate a person with disability.

The policy applies to all new admissions and those who are moving with continued assistance. The HUD HAP Contract will be amended to include a simple certification by the owner that they are not a parent, child, grandparent, grandchild, sister or brother of any member of the family. Comparable certifications will also be added to the rental voucher.

### **FAIR HOUSING INFORMATION**

Under the Fair Housing Act, it is against the law to refuse to rent or sell housing to a voucher participant, tell a voucher participant housing is unavailable when it is available, show apartments or homes only in certain neighborhoods or, provide different housing services or facilities on the basis of race, color, religion, sex, national origin, age, familial status, disability, sexual orientation, or gender identity.

Under the Fair Housing Act, it is also against the law to advertise housing to preferred groups of people only, refuse to permit or make certain modifications or accommodations for persons with a mental or physical disability, or harass, coerce, intimidate, or interfere with anyone exercising or assisting someone else with his/her fair housing rights.

Fair Housing Brochure: [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_11868.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11868.pdf)\*

PIH Notice 2010-26 Non-Discrimination and Accessibility for Persons with Disabilities:  
[http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_8993.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_8993.pdf)\*



## LANDLORD BENEFITS

“So, what’s in it for me?” you ask.

- As a landlord, you get the rental subsidy directly from LHA each month, based on the household income.
- You control who you rent your units to by screening applicants who have vouchers in the same way that you screen all your applicants.
- You may request annual reasonable rent increases.
- LHA inspects your unit at least once annually to ensure it is compliant with HQS prescribed by HUD.
- You have the opportunity to help the elderly, the disabled, families with low incomes and single parent families by providing affordable housing.
- Owners/landlords may list their units through [www.GoSection8.com](http://www.GoSection8.com) website at NO COST Properties rent faster and you will have a wider access of potential tenants.
- The following minimum information is required in the listing:
  - Unit address
  - Bedroom size
  - Monthly rent amount
  - Who to contact and how

## HAP CONTRACT EXPLANATION

The HAP Contract is a legal agreement, as required by HUD, which defines the relationship between LHA and the owner/landlord in providing rent assistance. The HAP Contract includes the obligations of the owner/landlord for program participation in the HCV Program. The HAP contract must be in the form prescribed by HUD. Under the HAP Contract, LHA agrees to make HAP payments to the owner/landlord on behalf of a specific family leasing a specific unit. LHA uses its payment standard schedule to calculate the monthly HAP payment to the owner.

Upon approval of the assisted tenancy, the owner/landlord and LHA can execute the HAP contract. HAP payments are due to the owner/landlord on the first day of each month. The owner’s/landlord’s right to receive housing assistance payments depends on compliance with all the provisions of the HAP contract. The owner’s endorsement of the HAP check signifies that the owner has agreed to and is in compliance with the terms of the HAP contract. No payments may be made to the owner/landlord after the family moves out of the unit or the lease ends.

### Contents of the HAP Contract

Form HUD-52641 is the HAP Contract for the HCV program. HUD requires PHAs to use this form, and it cannot be modified. The HAP contract contains three parts:

- Part A, Contract Information, contains the specific information regarding the unit and tenant receiving the rental assistance. Part A also specifies the utility responsibilities.



- Part B, Body of Contract, is the program requirements between CKHA and the owner.
- Part C, Tenancy Addendum, is to be attached to the lease. The Tenancy Addendum states the responsibilities between the tenant and the owner.

### **DETERMINING THE FAMILIES SHARE OF RENT**

The family's portion of the rent is based on the annual household income and allowable expenses and deductions, as determined by HUD.

The HCV regulations state that when a family selects a unit, LHA must determine whether the family's share for that unit would exceed the maximum initial rent burden as established by federal regulations. The family's share **MAY NOT** exceed 40% of the family's monthly adjusted income when the family initially moves into the unit or signs the first assisted lease for the unit.

**THEREFORE, FAMILIES ENTERING THE HCV PROGRAM, OR RELOCATING TO ANOTHER UNIT WHILE UNDER THE PROGRAM, CANNOT PAY MORE THAN 40% OF THEIR CURRENT MONTHLY ADJUSTED INCOME FOR THEIR PORTION OF THE CONTRACT RENT.**

If LHA discovers that a family's income has changed at **ANYTIME** prior to the effective date of the assisted lease agreement and HAP Contract, LHA **MUST** recalculate the portion of the contract rent to be paid by the family to ensure that the family's portion is not over 40% of their monthly adjusted income. In the event that the family's new income causes them to pay over 40% of their monthly adjusted income for their portion of the contract rent, LHA **MUST** deny the unit for occupancy for this family. Owners will be given the opportunity to lower the requested contract rent in order to assist the family in qualifying for the unit with their new income.

The following is an example of this issue: The family has wage income that is high enough to qualify them for the selected unit at the time of the original rent estimation calculation. The lease and HAP Contract are to be effective 2/1/2015. On 1/15/2015, LHA is notified that the family no longer has wage income and has no other source of income. LHA must recalculate the family's portion of the rent. The recalculation results in the family's portion of the rent will be 48% of their income. LHA **MUST** deny the unit for this family even though the inspection may have passed, utilities are in the family's name and the owner/landlord may have allowed the family to move into the property. LHA encourages owners/landlords to ask their tenants if they have had or anticipate any upcoming income changes prior to allowing the tenant to move into the unit.

Please understand that LHA has no control over the family's income changes and is required to follow the federal regulations when the family reports an income change or LHA discovers an income change through its third party verification process.





## THE RESIDENTIAL LEASE AGREEMENT

The Residential Lease Agreement (lease) is between the owner and the tenant and must be in compliance with State law. The HUD Tenancy Addendum must be executed/signed and attached to the owners standard lease agreement. The lease must contain language that is consistent with the HAP Contract regarding the owners' responsibility and obligation to evict a family for violent criminal or drug activity.

The leases are to be filled out in their entirety with the exception of the Lease Dates and Contract Rent amount. Neither the dates nor the rent amount may be established until the unit has actually been inspected and approved and LHA and the owner/landlord agreed upon the rent amount being requested.

Any alterations to the lease, such as 'marking through or white out,' are not acceptable and will be returned for completion as required.

LHA will not accept leases that stipulate the family is financially responsible for all or any part of regular maintenance. Any reference to maintenance cost must be specifically defined between those that are determined to be tenant cause and those that fall under owner/landlord's responsibility.

The lease agreement must specify who is paying for each utility. If the owner/landlord is paying any or all utility bills, the lease cannot stipulate consumption maximum, and any overage of this maximum will become the tenant's responsibility. The lease must specify who is responsible for each utility type.

### Lease Requirements

The lease must contain the following items:

- The name of the owner/landlord and names of all household members who will be residing in the rental unit. **The Head of the Household must be age 18 or older to have legal capacity to enter into a lease.**
- If the property is going to be managed by someone other than the owner, a copy of the management agreement is required.
- The requested contract rent amount, security deposit collected, the address of the rental unit including an apartment number, if applicable, the utilities and appliances (stove/refrigerator) that are supplied by the owner/landlord and the tenant.
- The term of the lease must be for an initial 12 months and begin at the same time as the HAP Contract. Renewal terms must be established specifying what happens after the initial 12 months. Example: The lease continues as a month-to-month or year-to-year renewable term.
- Extra fees associated with the rental of the unit such as late fees
- All rules, regulations or special provisions
- The lease must be signed by both the owner and all household members who will be residing in the rental unit over the age of 18.



## Lease FAQs

Who enforces the lease?

*The lease is between the owner/landlord and the tenant, so the owner/landlord enforces the lease.*

Can an owner/landlord collect a security deposit?

*Yes. An owner/landlord may collect a security deposit from the tenant.*

Can an owner/landlord charge late fees?

*Yes. However, this provision must be included in the owner/landlord's lease and must be charged to all tenants, assisted and unassisted.*

Can additional members be added to the household and lease?

*Yes. Additional members may be added with written approval from the owner/landlord and prior approval from LHA. The owner/landlord has the right to screen additional adults in the same way the original tenants were screened. If the family breaks up, LHA will determine which members of the family will continue to receive assistance.*

When can rent be increased?

*After the first year of the lease, the owner/landlord is required to give the tenant and LHA 60 days' notice for a rent increase. A copy of the notice must be received by LHA. Under no circumstances can a rent increase be allowed if the increase exceeds the rent reasonable determination as required by HUD (see page 13 for more information on Rent Reasonableness).*

What if the tenant wants a pet?

*The pet arrangement is between the tenant and the owner/landlord. LHA is not involved in the arrangement, unless there is an additional charge for the pet. If there is an additional charge for the pet, the owner/landlord must put this in the lease.*

How may the owner terminate the lease?

*The owner/landlord must notify LHA in writing of the commencement of procedures for termination of tenancy, at the same time that the owner/landlord gives notice to the tenant under state or local law.*

*During the initial term of the lease, the owner/landlord may not terminate the tenancy except on the following grounds by court action:*

- *Serious or repeated violation of the terms and conditions of the lease.*
- *Violation of federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the contract unit and the premises.*
- *Criminal activity.*



- *Other good cause. During the first year of the lease, the owner/landlord may not terminate the tenancy for “other good cause” unless it is because of something the family did or failed to do.*

*The tenant is not responsible for rent covered by the HAP between the owner/ landlord and LHA. The owner/landlord may not terminate the tenancy due to LHA’s abatement of the owner’s HAP.*

## **RENT**

The contract rent charged by the owner/landlord cannot be more than contract rents charged for unassisted tenants and must be at market value. Market value is the amount of rent that would be charged if a unit is rented to a tenant without federal assistance.

Under the HCV regulations, LHA must ensure the contract rent requested by the owner is reasonable as described below.

## **RENT REASONABLENESS**

LHA uses the following criteria to determine if the contract rent requested is reasonable:

- Contract rent based on year built, number of bedrooms, and type of unit (apt, duplex or house)
- Amenities can add or deduct to the value of the contract rent, examples listed:
  - Location
  - Cable
  - Dishwasher/Disposal
  - Owner paid utilities
  - Additional bedroom
  - Washer/Dryer Hookups
  - Fireplace/Fitness
  - Bathrooms
  - AC
  - Condition of Unit
  - Unit Size
  - Range/ Refrigerator

When LHA receives a RTA, the dollar amount of the proposed rent is reviewed to determine that:

1. The rent does not exceed rents charged by the owner/landlord for comparable unassisted units; and
2. The rent is reasonable in relation to rents charged by other owners/landlords for comparable units in the same location.



## REQUEST FOR REASONABLE ACCOMMODATIONS

Persons with disabilities may request reasonable accommodations to fully utilize the HCV Program. To assist those requesting reasonable accommodations, LHA will be as flexible as is reasonably possible. All requests for reasonable accommodations will be verified. Some of the reasonable accommodations offered include but are not limited to:

- Assisted Listening Devices
- TDD or TDY devices
- The use of an interpreter or advocate

If, while trying to find suitable housing, a family believes that they have been discriminated against because of race, color, religion, sex, national origin, age, familial status, disability, sexual orientation, or gender identity, they may file a complaint with HUD Regional Office. LHA cannot process a discrimination complaint, but can provide the necessary forms.

## OWNER'S RESPONSIBILITIES

- The owner/landlord is responsible for:
- Performing all management and rental functions for the assisted unit and deciding if the family is suitable for tenancy of the unit.
- Maintaining the unit in accordance with HQS.
- Complying with equal opportunity requirements.
- Preparing and furnishing to LHA information required under the HAP Contract.
- Collecting any security deposit from the family.
- Collecting the portion of the rent that the tenant owes to the owner that is not covered by the Housing Assistance Payment (HAP).
- Tenant screening and selection is the responsibility of the owner or manager. *Owners need to screen potential tenants receiving rent assistance the same way they screen potential tenants without assistance.* Screening tenants can save money.
- LHA's role is to determine if a tenant is eligible for the rental assistance program only.

## DIRECT DEPOSIT

LHA requires all Section 8 owners/landlords that enter into a new HAP Contract to sign up for Direct Deposit (<http://lha-nc.org/wp-content/uploads/2018/12/LHA-Direct-Deposit.pdf>). Through the HMS PAL ([www.hmsforweb.com/pal](http://www.hmsforweb.com/pal)) system owners/landlords will be able to register and access information regarding monthly HAP for all current tenants. After successful registration, owners/landlords can login in and check payment history and print out individual payment information. There are instructions provided to assist in accessing information. Please refer to the Frequently Asked Questions (FAQ) on the HMS PAL website. Owners/landlords can opt to



receive email notifications that a recent payment has been posted. In addition, owners/landlords can view a 15 month payment history and current year to date totals.

## **W-9**

The Internal Revenue Service (IRS) requires that property owners provide LHA with their Taxpayer Identification Number or Social Security Number (W-9 form) and a signed certification of accuracy. Owners must complete the W-9 Form provided and submit it to the Inspections department. LHA cannot process contracts for payment without a completed form. At the end of each year, LHA completes a 1099 and submits it to the IRS with a copy to each owner.

## **FORMS**

HAP Contract: <http://portal.hud.gov/hudportal/documents/huddoc?id=52641.pdf>

HUD Tenancy Addendum: <http://nhl.gov/offices/adm/hudclips/forms/files/52641-a.pdf>

## **INSPECTION TYPES**

Inspections are required by HUD to ensure all units in the HCV Program meet the federal inspection standards called Housing Quality Standards (HQS). HUD regulations require that the housing units under the HCV Programs be maintained in accordance to the HQS, which provides a safe and healthy living environment. For your convenience an Inspection Checklist is included at the end of this packet.

HQS inspections are required both at the initial and during the term of the lease. Additionally, HQS inspections apply to the building and the premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and the HAP contract.

The types of inspection conducted by LHA are as follows:

- **Initial/Move-In:** Conducted upon receipt of the RFTA. If HQS defects are identified during an initial inspection, the owner will be notified by mail of the required corrective action needed for the unit to pass inspection. The defects should be repaired and reinspected within thirty (30) days. No rental assistance can begin until the unit passes inspection and is re-inspected for compliance with HQS.
- **Annual/Biennial:** Each unit under HAP contract must be inspected within 12 or 24 months of the last full HQS inspection, depending on whether the unit is on an annual or biennial schedule. Inspections are conducted to determine if a unit continues to meet HQS. Any defects that are the owner's/landlord's responsibility need to be corrected by the owner/landlord. Tenant defects need to be corrected by the tenant. Owners/landlords



and tenants will be notified by mail of any defects and allowed thirty (30) days or less to complete repairs. If the inspection determines emergency items exist, a 24 to 72 hour period will be given to effect necessary repairs. Emergency items are any item that endangers the family's health or safety. After defects are corrected, reinspection of the unit must be scheduled.

If the tenant fails to complete their repairs within the specified timeframe, it may result in termination of their Section 8 assistance. Owner/landlord repairs must be completed and re-inspected by the stated deadline or the HAP will be abated for each day the unit is not in HQS compliance beyond the stated deadline. LHA may terminate Program Participation if a family fails to maintain HQS or terminate the HAP if the owner fails to maintain HQS.

- **Special/ Complaint:** Special/Complaint inspections are performed as a result of a complaint from family, an owner/landlord, a community organization, or other sources. LHA may also initiate a special/complaint inspection at any time if it is perceived the unit is not in compliance with HQS. Tenants requesting a special inspection are required to first notify the owner in writing of complaints and allow a reasonable time for the owner to respond. A lack of owner response to the complaint will prompt a special inspection. Results of special inspections will be followed up using the same procedure as outlined for an annual inspection.
- **Quality Control (QC):** HUD mandates random, periodic, QC inspections of 5% of the units on the program.

If you have any questions, contact the Inspections Department at (336) 249-8936 extension 2026 or fax at (336) 249-9353.

## LEAD BASED PAINT INFORMATION

The Environmental Protection Agency (EPA) and HUD have implemented steps to ensure the public receives adequate information and protection to prevent lead poisoning in homes that may contain lead-based paint hazards.

Effective, December 6, 1996, landlords, their agents and sellers are responsible for providing specific information to buyers and renters on lead-based paint in housing as well as a federal pamphlet with practical, low cost tips on identifying and controlling lead-based paint hazards.

Owners are required to maintain their units including common areas from any cracking, chipping, chalking, or damaged paint. The units including common areas will be free of any paint dust, chips or other paint debris.

You can obtain more information about lead based paint hazards and safe work practices at [www.hud.gov/offices/lead](http://www.hud.gov/offices/lead).



**Before approval of a contract for rent, owners must disclose known lead-based paint and lead-based paint hazards and provide available reports to buyers and tenants. LHA's RFTA includes a lead-based paint disclosure form. This form is provided to owners and tenants for signatures. LHA gives all potential assisted tenants the pamphlet developed by the EPA and HUD titled, "Protect Your Family From Lead In Your Home".**

Lead Based Paint Pamphlet: <http://www.epa.gov/lead/pubs/leadpdf.pdf>

## **HOUSING QUALITY STANDARDS**

Every unit must have at least a living room, kitchen, and bathroom, with the exception of a one room efficiency with a kitchen area.

There must be a separate bathroom for the exclusive use of the family. Generally, there must be one bedroom for every two family members. Each room in the unit must meet the following specifications:

### **LIVING ROOM**

**CEILING:** Must be in sound condition. Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amount of loose or falling surface material such as plaster.

**WALLS:** Must be in sound condition. Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amount of loose or falling surface material such as plaster. All interior walls must be in a finished condition with an acceptable protective treatment and free of holes (i.e., none larger than a small nail hole).

**ELECTRICITY:** At least two electric outlets, or one outlet and one permanently overhead light fixture. Table or floor lamps, ceiling lamps plugged into an outlet, and extension cords do not count, as they are not permanent.

**FLOORS:** Must be in good condition. All wood floors must be sanded to a smooth surface and sealed. Not acceptable are large cracks or holes, or missing floorboards, or floor covering that could cause someone to trip. Any loose or warped boards must be resecured and made level. If they cannot be leveled, they must be replaced. All floors must be in a finished state. Raw wood or unsealed concrete is not permitted. All floors should have some type of base shoe, trim, or sealing for a "finished look." Vinyl base shoe is permitted.

**WINDOWS:** Must have at least one. Every window must be in good condition. Not acceptable are windows with badly broken or missing windowpanes, or windows that do not operate as designed. Window sashes must be in good condition, solid and intact, and properly fitted to the window frame. Damaged or deteriorated sashes must be replaced. Windows must be weather-stripped as needed to ensure a weather-tight seal. Window screens must be in good condition (applies only if screens are present).



Window panes in all rooms used for living must be free of cracks.

**LOCKS:** Must be present on all doors and windows that can be reached from the outside, a common or public hallway, a fire escape, porch or other outside place that can be accessed from the ground. A window not designed to open is acceptable.

Keyless locking devices and door viewers **MUST** be installed on each exterior door. Keyless locking devices cannot be installed lower than 36" or higher than 48" from the floor. Sliding patio doors must have a pin lock and if the manufactures lock does not work a "Charlie Bar" is also required. Neither of these mechanisms can be installed higher than 48" from the floor.

**LEAD PAINT:** Any peeling chipping paint is not acceptable

**TENANT PREFERENCE:** The tenant may determine the acceptability of the location of the living room, kitchen area and bathroom within the dwellings well as the appropriate size of these rooms and all sleeping and living/sleeping areas.

## **KITCHEN**

**CEILING:** Same as living room

**STORAGE:** Must have adequate storage area store food

**ELECTRICITY:** At least one outlet and one permanently installed light fixture. Table or floor lamps, ceiling lamps plugged into an outlet, and extension cords do not count, as they are not permanent. Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches and outlets, or badly cracked outlets. Electric outlets within six feet must have a (GFI) ground fault

**PREPARATION AREA:** Must have adequate space to prepare food

**STOVE AND OVEN:** A stove with a working oven. Stoves should be secured with "anti-tipping device." Microwaves may be used in lieu of a stove if the tenant agrees.

**FLOORS:** Same as Living Room

**WINDOWS:** If there is a window, same as living room

**LOCKS:** Same as Living Room

**WALLS:** Same as Living Room

**SINK:** Must have hot and cold water. All sinks and commode water lines must have shut off valves, unless faucets are wall mounted. All sinks must have functioning stoppers. If a non-working garbage disposal is present it must be removed or replaced. Bathroom sinks will not satisfy this requirement.





**REFRIGERATOR:** Must keep temperatures low enough to prevent food from spoiling and the size of the refrigerator must be sufficient for the needs of the family with some capacity for frozen foods.

**SERVING AREA:** Must have adequate space to serve food. A separate dining area in the living room will satisfy this requirement.

**TENANT PREFERENCE:** The tenant may determine acceptability of the size of the stove, the amount of space for storage, preparation and serving of food and the cosmetic condition and quality of these facilities, as well as the location of the kitchen within the dwelling unit. The family may also determine the size of the refrigerator unless it is clearly inappropriate.

## **BATHROOM**

**CEILING:** Same as Living Room

**LOCKS:** Same as Living Room

**WINDOWS:** Must have a window that opens directly to the outside of the unit or must have an electric or gravity flow exhaust system.

**TOILET:** Must be in good working order, free of leaks, and free of cracks. All commode water lines must have shut off valves, unless faucets are wall mounted. Must be secured to the floor. All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.

**TUB OR SHOWER:** Must have a tub or shower with hot and cold water

**FLOORS:** Same as Living Room **LEAD PAINT:** Same as Living Room **WALLS:** Same as Living Room

**ELECTRICITY:** Same as Kitchen, except no outlet is required

**SINK:** Must have a sink with hot and cold water and supply and waste water lines in good condition. All sinks and commode water lines must have shut off valves, unless faucets are wall mounted. All sinks must have functioning stoppers.

**TENANT PREFERENCE:** The tenant may determine the acceptability of the cosmetic condition and quality of the sanitary facilities, including the size of the basin and shower or tub, condition of faucet, scratches, worn enamel, and location of the sanitary facilities within the dwelling unit



## **OTHER ROOMS (Lived In)**

That are considered “lived in” include bedrooms, dens, halls, finished basements and/or enclosed, heated porches. The requirements for these other rooms are similar to those for the living room. They must have the following:

**ELECTRICITY:** In the bedrooms, the requirements are the same as those for the living room. For all other rooms there is no specific standard for electricity, but there must be either natural illumination (a window), or have an electric light fixture or outlet

**CEILINGS:** Same as Living Room.

**WALLS:** Same as Living Room.

**FLOORS:** Same as Living Room.

**WINDOWS:** Must have at least one. Same as living room.

**LOCKS:** Must work on all windows and doors that are accessible from the outside, a common public hallway. Fire escape, porch, or other outside place that be reached from the ground. A window that cannot open (by design) is acceptable

**LEAD BASED PAINT:** No chipping or peeling paint

**TENANT PREFERENCE:** the tenant must determine whether the unit is in an acceptable sanitary condition, providing the unit meets minimum standards as determined by LHA. Such tenant preferences might include the unit meeting their requirements for cleanliness or whether any minor problems such as occasional roaches or mice would affect livability

## **OTHER ROOMS (Not Lived In)**

A utility room, for washer or dryer, basements or porches. They must be checked for security and electrical hazards and other possible dangers (such as walls, ceiling in danger of falling), since these items are important for the safety of the unit. Window panes in non-living areas must be free of cracks that would permit air infiltration or present a cutting hazard.

## **Building Exterior, Plumbing and Heating**

**ROOF:** A roof in good condition that does not leak, with gutters and downspouts, if present, in good condition and securely attached to the building. Evidence of leaks can usually be seen from stains on the ceiling on the inside of the unit. Soffit and fascia needs to be in good condition, no rotted wood



**OUTSIDE HANDRAILS:** Secure handrails on any extended length of stairs (e.g. generally more than four steps) and any porches, balconies, or decks, which are more than 30 inches above the ground. If there is a  $\frac{3}{4}$  inch rise, then it will be considered a trip hazard.

**WALLS:** Exterior walls that are in good condition with no holes or large cracks that would let air inside

**FOUNDATIONS:** Must be in good condition that has no serious weak areas

**WATER SUPPLY:** A plumbing system that is served by a public or private water supply system

**SEWAGE:** A plumbing system that is connected to an approvable or private sewage disposal system

**CHIMNEYS:** No serious leaning or defects (such as large cracks or missing bricks) in any chimney

**NO LEAD PAINT:** No cracking, peeling or chipping paint that may cause danger of lead poisoning, where it can be reached by children under the age of six. This includes exterior walls, stairs, porches, railing, windows and doors

**COOLING:** Some windows that open, or some working ventilation or cooling equipment that can provide are circulation during warm months

**PLUMBING:** Pipes that are in good condition, with no leaks or serious rust that causes the water to be discolored

**WATER HEATER:** A water heater located, equipped and installed, in a safe manner. Must have a temperature/pressure relief valve properly installed with the discharge line being of galvanized, copper, or CPVC material within six (6) inches of the floor. Must be vented if gas or propane. Hot water heater has pressure relief valve and discharge line run to within 6 inches of floor. Vent must be installed with adequate rise to prevent negative draft.

**HEAT:** The owner is responsible for providing adequate heating equipment so that the unit can maintain an interior temperature of 65 degrees Fahrenheit between October 1 and May 1. Portable vent less gas space heaters are not acceptable. Space heaters that are properly vented may be accepted if they can provide adequate heating.

**EXTERIOR:** The property must be maintained to prevent high grass, weeds and other overgrown plant, which may lead to an infestation of rodents and vermin.

**TENANT PREFERENCE:** If LHA determines that the weather stripping and insulation are inadequate, they will discuss with the owner and/or tenant, this is particularly important in situations where the tenant will pay utilities, because inadequate weather stripping or insulation may lead to excessive utility bills.



## HEALTH AND SAFETY FACTORS

**FIRE EXITS:** At least two exits from the unit in case of fire. This requirement can be met by a window that opens if the unit is on the first or second floor. Each room used for sleeping must have at least one window that is operable without the use of a key, tool or special knowledge. All units must have an alternative means of exit from the building in case of fire. Acceptable fire exits include:

- An operable window. If there is more than a 12 foot drop from a window to the ground or a landing, a fire ladder is required.
- A back door opening unto a porch with a stairway leading to the ground.

**ELEVATORS:** (if available) Must be safe and in good working order and current certification present

**ENTRANCE:** An entrance from the outside or from a public hall, so that it is not necessary to go through anyone else's private apartment to get to the unit

**NEIGHBORHOOD:** No dangerous places, spaces, or things in the neighborhood such as nearby building that are falling down, unprotected cliffs or quarries, fire hazards, evidence of flooding etc.

**GARBAGE:** No large plies of trash and garbage inside or outside the unit, or in common areas such as hallways. The interior and exterior of a property shall be maintained in a safe, clean and sanitary condition that will promote a healthy living environment and to avoid possible infestation by rodents or insects. Each unit shall have at least one covered receptacle for the disposal of garbage; It shall be the responsibility of the party playing for sanitation services to provide the covered receptacle for the storage of garbage. Trash should be picked up regularly

**LIGHTS:** Lights that work in all common hallways and interior stairs

**STAIRS:** Interior stairs with railings, and common hallways that are safe and in good condition

**POLLUTION:** No serious air pollution, such as exhaust fumes or sewer gas

**RODENTS AND VERMIN:** No signs of rats or large number of mice or vermin (like roaches)

**FOR MOBILE HOMES - TIE DOWNS:** All mobile homes must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage

**SMOKE & CARBON MONOXIDE DETECTORS:** In addition to having an operable smoke detector in common areas of each level, each bedroom must have an operable smoke detector installed according to NFPA requirements. Smoke alarms designed for the hearing impaired will be required to accommodate any hearing impaired family members. These units must be installed in the rooms these individuals used for sleeping

**ELECTRIC:** No open junctions, no missing knock outs in breaker box. All connections going into breaker or junction need to be connected using Romex connectors. Ground fault (GFI)



receptacles are required for 110 volt outlets within six feet of a water source in all bathrooms, kitchens, etc.

**DOORS:** All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold. Double-keyed deadbolt locks are not permissible on exterior doors. All interior doors must have no holes, have all trim intact, and be openable without the use of a key.

**SECURITY:** If window security bars or security screens are present on emergency exit windows, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

### **COMMON FAIL ITEMS**

In order for a unit to pass inspection, it must meet certain requirements of the U.S. Department of Housing and Urban Development (HUD). Below is a list of those items which most commonly causes a unit to fail:

- There cannot be any chipping or peeling paint anywhere on the inside or outside of the unit that was built prior to 1978
- Stove and refrigerator must be clean and working the way the manufacture intended
- There must be working heating equipment in the unit for the term of the contract
- There must be hot and cold running water
- There must be a working tub and/or shower
- There must be a working toilet
- The bathroom must have either an openable window that leads directly to the outside or an acceptable exhaust system
- There must not be any plumbing leaks
- All drain lines shall be free of any obstructions and flow freely
- All water lines to sinks must have shut-off valves
- All ground floor windows and doors must have working locks
- All electrical outlets must have cover plates and be in good working order
- All windows must be in good condition and operate as designed
- The roof shall be in good condition
- The water heater must have a properly installed Temperature and Pressure relief valve with a drain line of galvanized, copper, or CPVC material
- Floor covering must be in good condition as not to pose a tripping hazard
- All stairs and railing must be secure
- Working smoke alarms required for each floor
- The contract rent must be reasonable based on the private market for similar units in the area
- All security bars must have a quick release mechanism in any room used for sleeping
- Keyless locking devices are to installed on all exterior doors no higher than 48" nor lower than 36" from the floor



## **VIOLENCE AGAINST WOMEN ACT (VAWA): WHAT APPLICANTS, TENANTS, OWNERS, AND LANDLORDS NEED TO KNOW**

What is VAWA?

Violence Against Women and Justice Department Reauthorization Act 2005 (VAWA) protects tenants and family members of tenants who are victims of domestic violence, dating violence, stalking or sexual assault from being evicted or terminated from housing assistance based on acts of such violence against them.

The provisions of the law apply both to public housing and Section 8 programs and to owners renting to families under the Section 8 rental assistance programs.

A Public Housing Agency (PHA), owner, or landlord may not deny admission to an applicant (male or female) who has been a victim of domestic violence, dating violence, stalking or sexual assault, if the applicant otherwise qualifies for assistance or admission.

### **Protection for Participants**

The law provides in part that criminal activity directly relating to domestic violence, dating violence, stalking or sexual assault, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.

The law also provides that an incident(s) of actual or threatened domestic violence, dating violence, stalking or sexual assault, will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of such violence. The PHA, an owner, or landlord may deny, remove, or terminate assistance to an individual perpetrator of such action and continue to allow the victim or other household members to remain in the dwelling unit or receive housing assistance. This does not limit the authority of the PHA, owner, or landlord to terminate assistance of other criminal activity or good cause.

### **Certification**

PHAs, owners or managers receiving a report of an incident(s) of actual or threatened domestic violence, dating violence, stalking or sexual assault, that may affect a tenant's participation in the housing program are allowed to request, in writing, that an individual complete, sign and submit, within 14 business days of the request, a HUD-approved certification form that is available at the PHA office. On the form, the individual certifies that he/she is a victim of domestic violence, dating violence, stalking or sexual assault, and that the incident or incidences in question are bona fide incidences of such actual or threatened abuse.

In lieu of, or in addition to, a certification form, a tenant may provide to the PHA, managers or owners, (1) a Federal, State, tribal, territorial, or local police record or court record; (2)



documentation signed and attested to by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing abuse or violence.

### **Confidentiality**

All information relating to the incident(s) of domestic violence, including the fact that an individual is a victim of domestic violence, dating violence, stalking or sexual assault, must be retained in confidence and must neither be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is (i) requested or consented by the individual in writing; (ii) required for use in an eviction proceeding or termination of assistance; or, (iii) otherwise required by applicable law.

### **State and Local Laws**

Some states have passed laws effecting applicants, tenants, owners, and landlords that are more stringent than requirements of the Violence Against Women Act (VAWA).

Many states have related laws pending. You may want to check with your state and/or city for the most current state and local laws protecting victims of domestic violence, dating violence, or stalking.

### **For More Information**

PHAs, owners and managers are encouraged to access VAWA via the Internet at the following Website address:

[https://www.hud.gov/program\\_offices/housing/mfh/violence\\_against\\_women\\_act](https://www.hud.gov/program_offices/housing/mfh/violence_against_women_act)

