

# **Auburn Housing Authority (AHA)**

## **Section 8 Housing Choice Voucher Rental Assistance Program**

# **Landlord Handbook**



**Equal Housing Opportunity**

# **Auburn Housing Authority**

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**Auburn, NY 13021**

## **Office Hours**

**Monday – Friday**

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## **Introduction**

The Section 8 Housing Choice Voucher Program, enacted by the Housing and Community Development Act of 1974, is funded through and monitored by the United States Department of Housing and Urban Development (HUD).

The Auburn Housing Authority (AHA) provides rental subsidies to eligible extremely low and very low-income families through the Housing Choice Voucher Program. Under the Section 8 Housing Choice Voucher Program, families initially pay between 30% and 40% of their monthly-adjusted income toward rent and utilities. AHA makes a housing assistance payment (HAP) for the remaining part of the rent directly to the landlord. Payments are sent out on or about the first day of the month.

Families must meet eligibility requirements and family obligations under the program. Owner obligations will be discussed further in this handbook.

## **Eligibility**

Families whose income does not exceed the very low-income limits set by HUD are eligible to obtain rental assistance. A family is defined as:

1. Any single adult
2. Any person who is disabled
3. Any two or more persons sharing residency whose incomes and resources are available to meet the family's needs and who are related by blood, marriage or operation of law or who have evidence of a stable family relationship that has existed over a period of time.

## **Income Limits**

Income limits are adjusted annually by the federal government to reflect the income of the area. Only those families who qualify at or below Very Low-Income (50% of the area's median income) are eligible to participate in the Section 8 HCV Program.

## **Applications**

Families who initially meet both the income guidelines and family composition requirements must complete an application with AHA during the period the waiting list is open for applications. The application process verifies both the family's income and composition. Once this verification process is completed, the family is then notified if they meet the qualifications. If there is assistance available, the family is issued a Section 8 Housing Choice Voucher. If there is no assistance available, the family is placed on a waiting list.

## **Housing Choice Vouchers**

The Housing Choice Voucher (Exhibit #1) is documentation the family has: 1) met program requirements, 2) is eligible to receive rental assistance, and 3) agrees to the terms and conditions of the program. The family has 60 days to locate a unit that is decent, safe and sanitary.

## **Eligible Housing**

The types of housing that are NOT eligible for assistance are:

1. Housing owned by the family to be assisted.
2. Housing owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family; unless AHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
3. Housing owned by those who are prohibited from participation due to conflict of interest.
4. Nursing homes, units within the grounds of a penal, reformatory, medical, mental or similar public or private institution.
5. Facilities providing continual psychiatric, medical or nursing services.
6. Rooming or boarding homes.
7. Units in which families are being assisted under other federal subsidy programs.

## **Payment Standards**

Payment Standards are based on the Fair Market Rents (FMRs) in effect at the time the Annual Contribution Contract (ACC) is executed by HUD with the Housing Agency for the first increment of funding in the Housing Agency's Voucher Program. Payment Standards are used to calculate the maximum amount of housing subsidy AHA will pay on behalf of a family. In general, rents on the Voucher Program should not exceed the Payment Standard (rent plus utility expense).

## **Fair Market Rents**

Fair Market Rent (FMR) is a combination of rent and tenant-paid utilities used for participants in the Section 8 Program. FMRs are adjusted annually by HUD to reflect the area's current market rents.

## **Selection Of Tenants**

AHA does not screen for suitability of the tenant family. AHA only certifies the family's eligibility for the program. Owners are encouraged to screen families based on their own rent suitability factors such as: payment of rent and utility bills, caring for a unit and premises, respecting rights of other tenants to peaceful enjoyment of their housing, drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others. If a landlord submits a request, AHA must, upon request, give that landlord the family's current address, and (if known) the name and address of the family's current and prior landlord.

*NOTE:* In the selection or approval of a tenant, in the provision of services, or in any other manner, a landlord cannot discriminate against any person on the grounds of race, color, creed, sexual orientation, religion, sex, national origin, handicap, age or familial status.

## **Security Deposits**

The landlord should collect a security deposit from his assisted tenants just as he does from his unassisted tenants. This security deposit is then credited toward any unpaid rent or damages when the tenant vacates. The landlord must follow New York State Law regarding security deposits. Landlords will treat Section 8 tenants in the same manner that non-Section 8 tenants are treated when they vacate a unit owing unpaid rent, damages or vacancy loss.

## **Housing Agency Disapproval Of Owner**

AHA must not approve a unit if HUD has informed them that the owner is disbarred, suspended or subject to a limited denial of participation. When directed by HUD, AHA must not approve a unit if:

1. The federal government has begun an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirement, and such action is pending.
2. A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

AHA may also deny approval to lease a unit from an owner for any of the following reasons:

1. The owner has violated obligations under a housing assistance payment contract under Section 8 of the 1937 Act.
2. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with federal housing program.
3. The owner has a history or practice of non-compliance with the Housing Quality Standards for units leased under the tenant-based programs, or with applicable housing.

## **Request For Tenancy Approval**

The request for Tenancy Approval (RFTA) (Exhibit #2) is a request for an initial inspection on a unit described in the document. It states that the landlord is interested in participating in the program and gives AHA the necessary information concerning the unit needed to execute a Housing Assistance Payments (HAP) contract. Attached to the RFTA is the Request for Taxpayer Identification Number and Certification (W-9 Form). This form must be completed and signed before any payment can be sent to the owner. In addition, the owner must attach documentation verifying ownership of the property (i.e. deed of trust or closing papers from a sale of the property).

When completing the RFTA the Landlord should remember the following:

- Proposed Rent – is the total rent.
- Utilities Provided By/Paid By: Mark each item as O if the Owner provides or pays for the utility/appliance. Mark each item as T if the Tenant provides or pays for the utility/appliance.

## **Inspections**

Once the eligible family has located a suitable unit and the landlord has agreed to participate in the program, an inspection of the unit must be completed by AHA. The inspection is to insure that the unit meets the Housing Quality Standards (HQS) of being decent, safe and sanitary. The following is a list of some of the basic items necessary for a unit to pass inspection:

- No electrical hazards, inside or outside the unit
- All operable windows open and lock properly
- All doors open and close properly and that are accessible from the outside lock properly
- All interior and exterior surfaces are free from cracking, scaling, peeling, chipping and loose paint
- All appliances and bathroom facilities are clean and working condition
- Bathrooms have an operable window or a window vent system
- All bedrooms have at least one operable window
- Heating and cooling equipment are safe and adequate
- Hot water heater is safely located, equipped and installed
- Plumbing, electrical and gas systems are safe and adequate
- No evidence of infestation
- Working smoke detector on each level & in each bedroom/sleeping room

- Working carbon monoxide detector on each level (if applicable)
- Site and neighborhood are free from conditions that would endanger the health and safety of Residents

**Note:** HQS standards have been amended to allow microwave ovens to be substituted for a tenant supplied oven and stove/range. A microwave oven may be substituted for an owner-supplied oven and stove/range if the tenant agrees and microwave ovens are furnished instead of an oven and stove/range to both subsidized and non-subsidized tenants in the same complex or premises.

If serious violations exist, the unit will fail the inspection and will require re-inspection after the violations are corrected. A UNIT MUST COMPLETELY PASS THE INSPECTION BEFORE A LEASE AND CONTRACT ARE EFFECTIVE AND ANY HOUSING ASSISTANCE PAYMENTS ARE SENT TO THE LANDLORD.

After the initial inspection, the unit must be inspected at least annually to determine if the tenant and the landlord are maintaining it in a decent, safe and sanitary condition. Special inspections may be conducted throughout the year at the request of AHA, HUD or the tenant.

When an annual or special inspection reveals the unit is in violation of HQS, the landlord and the tenant are responsible for correcting the deficiencies. The landlord is not held responsible for HQS failures caused by the tenant. AHA may terminate assistance to a family because of HQS breach by the family. If a landlord fails to correct HQS failed items, payment to the landlord may be abated and the contract terminated. If payments are abated, all deficiencies must be corrected before payments are resumed. Payments that are abated will not be reimbursed and cannot be collected from the tenant.

AHA has adopted a Third Inspection Failure Fee Policy. The policy applies to Annual, Complaint (tenant requested), Special and Quality Control Inspections. It does not apply to Initial inspections. An HQS Re-inspection fee of **\$30.00** will be charged to the landlord under two circumstances:

- If an owner notifies the PHA that an owner deficiency cited in the 2nd inspection has been repaired and a 3rd inspection reveals that it has not.
- If the allotted time for the repairs has elapsed and a re-inspection reveals that an owner deficiency previously cited 2 times has not been corrected.

AHA will not apply the fee to an owner for:

- deficiencies caused by the participant family;
- initial inspections
- regularly scheduled (1st and 2nd) inspections
- an instance in which an inspector was unable to gain access to a unit; or
- new deficiencies identified during a 2nd or 3rd inspection. If new deficiencies are uncovered during a 2nd or 3rd inspection, AHA will follow normal procedures to address these newly identified deficiencies.

Third inspection failure fees will be charged against the owner's Housing Assistance Payments (HAP), thus reducing the next monthly HAP paid to the owner by \$30.00 for any non-compliant unit. Owners may not pass the fee along to the family.



## **Lease And Contract**

Once AHA receives a Request for Tenancy Approval and the inspection is completed, a Lease Agreement between the Owner and Tenant, and Housing Assistance Payments Contract between the Owner and AHA (Exhibit #3) will be executed. The landlord may use his/her own lease to which a Lease Addendum (Exhibit #4) with required HUD language must be attached. The language in the lease addendum will prevail in the event of a conflict with a provision in the landlord's lease. A copy of the signed and executed Lease Agreement will need to be submitted before any housing assistance payments are made to the landlord. The Lease Agreement is between the Landlord and Tenant. The Housing Agency is not a party to the lease.

The Lease must contain:

- The names of the authorized occupants in the unit
- The amount of the total monthly rent
- The amount of the security deposit the landlord collected
- The utility services and appliances to be paid or furnished by the landlord or tenant
- The responsibilities of the landlord
- The responsibilities of the tenant

The Housing Assistance Payments Contract (HAP) is between the landlord and AHA and contains:

- The name of the family to be assisted
- The names of the authorized occupants in the unit
- The address of the approved unit
- The amount of the Contract Rent
- The amount of the housing subsidy to be paid by AHA
- The amount of rent to be paid by the assisted family
- The landlord's right and responsibilities
- The Housing Authority's rights and responsibilities

## **Responsibilities**

The Landlord is responsible for:

- Screening and selecting tenants
- Enforcing the Lease
- All repairs to the unit other than those caused by tenant's neglect
- Collecting the security deposits and rent

- Abiding by the terms of the Lease and Contract
- Notifying AHA if tenant vacates unit

Auburn Housing Authority is responsible for:

- Determining family eligibility
- Determining housing assistance payments and tenant portion of rent
- Inspecting the units
- For executing the Contract and necessary forms

The tenant is responsible for:

- Supplying any information AHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status and any information for use in regularly scheduled reexamination or interim reexamination of family income and composition. All information supplied must be completed and true.
- Disclosing and verifying Social Security numbers and signing and submitting consent forms for obtaining information.
- Any HQS breach caused by the family or guests.
- Allowing AHA to inspect the unit at reasonable times and after reasonable notice.
- Not committing any serious or repeated violations of the lease.
- Notifying AHA and the owner, in writing, before the family moves from the unit or terminates the lease.
- Giving AHA a copy of any owner eviction notice.
- Using the assisted unit as the only unit for residence by the family.
- Informing AHA of the birth, adoption or court-awarded custody of a child. The family must request approval of the Landlord and AHA to add any other family member as an occupant of the unit. The family must also notify the AHA if any family member leaves the unit. If the Landlord and AHA have given approval, a foster child or live-in aide may reside in the unit.
- Not subletting, letting, assigning or transferring the unit to another party.
- Not having any interest or ownership in the unit.
- Not committing fraud, bribery or any other corrupt or criminal act in connection with the program.
- Not engaging in drug-related criminal or violent criminal activity.
- Not receiving duplicate assistance for their unit.

## **Rent Adjustments**

The Contract Rent may be adjusted on the anniversary date of the contract. To have a rent adjustment, the unit for which the rent is being adjusted must be in compliance with HQS. The rent must be reasonable and not exceed rents charged by the landlord for other comparable unassisted units. The landlord must otherwise be in compliance with the terms of the lease and contract. Landlords must request a rent change, in writing at least 60 days before the anniversary date if any increase is to be effective on the anniversary date. A copy of the requested rent change MUST be supplied to the tenant at least 60 days before the anniversary date.

## **Terminations**

The Lease terminates if any of the following occur:

- The owner terminates the lease in accordance with provisions of the lease.
- The tenant terminates the lease.
- The owner and tenant agree to terminate the lease.
- AHA terminates the contract.
- AHA terminates assistance for the family.

The Housing Assistance Payments Contract terminates if:

- AHA terminates program assistance for the family.
- The family moves out of the unit.
- AHA determines that available funding is not sufficient to support continued assistance for families on the program.
- AHA determines that the unit does not meet HQS space standards because of an increase in family size or a change in family composition.
- AHA determines that the owner has breached the contract.
- The Contract automatically terminates 180 calendar days after the last housing assistance payment is made to the owner. This refers to families who are paying the full amount of their contract rent but are still under lease and contract.

## **Transfer Of The Contract**

The landlord may not make any transfer, in any form, of the HAP Contract, without the prior written consent of AHA. AHA shall give its consent to a transfer of the contract if the transferee submits an Ownership Amendment form and agrees to comply with all terms and conditions of the current Housing Assistance Payments Contract.

## **Fraud And Abuse**

Incidents of fraud, willful misrepresentation or intents to deceive concerning the Section 8 HCV program are criminal acts (Section 1001 of Title 18 of the United States Code). If a landlord, tenant or Housing Agency employee is suspected of committing any fraudulent actions, AHA is required to refer the matter to the proper authorities (Regional Inspector, General and/or local or state prosecutors).

Examples of fraud involving tenants include:

- Failing to accurately report all income the family is receiving
- Allowing unauthorized people to move into the unit
- Not using the home as a full-time residence

Examples of fraud involving landlords include:

- Requiring extra ("side") payments over the family's share of the rent, as determined by AHA
- Allowing unauthorized people to move in with subsidized tenants.
- Collecting subsidy payments for unit not occupied by assisted tenants.

Examples of fraud involving Housing Agency employees include:

- Accepting payments from landlords to certify substandard units as standard.
- Certifying ineligible applicants as eligible.
- Accepting kickbacks from landlords or tenants to allow rents in excess of the reasonable rent limitation. If you know of any violation of fraud being committed, or if you have questions on the subject, contact AHA at (315) 253-6249. The Housing Authority and HUD will take any action warranted to ensure cases of fraud are prevented.

## **Violence Against Women Act (VAWA)**

The Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and Violence Against Women Reauthorization Act of 2013 (Pub. L. 113-4) protects eligible participants of HUD's Section 8 Housing Choice Voucher (HCV) Program from adverse actions (terminations/evictions) solely as a result of being a victim of domestic violence, dating violence, sexual assault or stalking. Section 8 HCV landlords are subject to all VAWA provisions.

Landlords cannot:

- refuse to rent to an applicant solely because he or she is a victim of domestic violence, dating violence, sexual assault or stalking.
- evict a tenant who is the victim of domestic violence, dating violence, sexual assault or stalking based on acts or threats or violence committed against the victim. An incident or

incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

- hold a victim of domestic violence, dating violence, sexual assault or stalking to a more demanding standard than tenants who are not victims.

Also, criminal acts directly related to the domestic violence, dating violence, sexual assault or stalking that are caused by a household member or guest cannot be cause for evicting the victim of abuse.

Landlords can:

- evict a victim of domestic violence, dating violence, sexual assault or stalking if it can be proven that there is an actual or imminent (immediate) threat to other tenants or employees at the property if the victim is not evicted.
- evict a victim for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault or stalking.
- bifurcate a Section 8 tenancy (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 unit. If you choose to remove the abuse/perpetrator, you may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser/perpetrator from the household, you must follow federal, state and local eviction procedures.
- ask a tenant to certify that he or she is a victim of domestic violence, dating violence, sexual assault or stalking. Official documentation is not necessary and the victim's statement alone may be accepted as verification. If certifications is requested, it must done so in writing and the tenant must be given at least 14 business days to provide documentation. A tenant can certify that he or she is a victim by providing any one of the following three documents:

1. By completing a HUD-50066 certification form. This form is available at the housing authority, or online at <http://www.hud.gov/offices/adm/hudclips/>.
2. By providing a statement from a record of an administrative agency or documentation signed by an employee, agent, or volunteer of a victim service provider, attorney, a mental health professional or medical professional who has helped the victim address incidents of domestic violence, dating violence, sexual assault or stalking, or effects of the abuse, described in such documentation. The professional must state that he or she believes that the incidents of abuse are real. The professional must sign the statement under penalty of perjury.
3. By providing a police or court record, such as an order of protection.

If the tenant fails to provide one of these documents within 14 business days, the landlord may evict the tenant if authorized by otherwise applicable law and lease provisions.

Landlords must keep confidential any information a tenant provides to certify that he or she is a victim of domestic violence, dating violence, sexual assault or stalking. This information cannot be entered into a shared database or be revealed to outside entities unless:

- The tenant provides written permission releasing the information.
- The information is required for use in an eviction proceeding, such as to evict the abuser/perpetrator.
- Release of the information is otherwise required by law.

## **How to Participate In The Program**

Owners of units who are interested in participating in the rental assistance program should contact AHA who will discuss the details for placing the rental units on the program. AHA offers a courtesy service to landlords by listing their names on the "Section 8 Landlord List" for families looking for units. This service does not guarantee leasing of the property. Please call (315) 253-6249 ext. 106 for further information.