

# THE HOUSING AUTHORITY OF SAN ANGELO

## HANDBOOK FOR LANDLORDS



### HOUSING CHOICE VOUCHER (HCV) PROGRAM

420 E. 28<sup>TH</sup> STREET

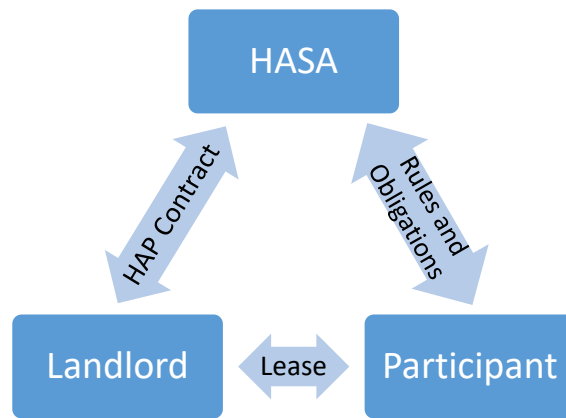
SAN ANGELO, TX 76903

PHONE: 325-481-2500

FAX: 325-481-2506

## WELCOME

The Housing Authority of San Angelo (HASA) is pleased to know that you are interested in participating in the Housing Choice Voucher (HCV) Program. This program, previously known as Section 8, has proven to be successful in assisting low-income families obtain affordable housing. The HASA's primary role is providing rental assistance and can act as a liaison between you and the tenant/participant regarding the assistance. The relationship between the HASA, a landlord, and a tenant/participant can be viewed as follows:



The HASA will pay you a portion of each month's rent based on the tenant's monthly income and household compositions. The HCV Program assists a wide variety of people from all social backgrounds including: traditional families, single parent households, military and veteran families, disabled families, elderly families, etc.

If you decide to participate in the HCV Program, you will work closely with our housing team consisting of the following: HCV Supervisor, HCV Counselors, HCV Specialists, and the HQS Inspector. The HCV Supervisor and staff are responsible for determining the client's eligibility, issuing vouchers, client re-certifications, client updates, and signing the Housing Assistance Payment (HAP) contracts, etc. The HQS Inspector is responsible for ensuring that the unit meets approval standards and that rent is reasonable in the current market in your specific area.

We have put together the following packet to give you an overview of our program and help you better understand why and how becoming a partner with our program is beneficial and rewarding.

There are many benefits for property owners participating in the HCV Program such as:

- The HASA's guaranteed monthly rent payment
- Access to continual clientele
- Property listing on our courtesy list for participants
- Annual inspections

We look forward to partnering with you in providing safe, decent, and affordable housing in The Concho Valley. If you have any further questions, or you are interested in listing your property with the HCV program, please feel free to call us at (325) 481-2500.

## INTRODUCTION

The HCV Program is a federally regulated and funded program through the Department of Housing and Urban Development (HUD). The HCV Program depends on a cooperative relationship between the HASA, the assisted family, and the property manager/owner. The main purpose for the program is to provide rental assistance; all other aspects of the lease agreement must be resolved between the landlord and the tenant. The HASA administers the program in the following cities/towns: Barnhart, Big Lake, Bronte, Carlsbad, Christoval, Eldorado, Grape Creek, Knickerbocker, Mereta, Mertzon, Ozona, Robert Lee, San Angelo, Sherwood, Sterling City, Sonora, Vancourt, Veribest, Wall, and Water Valley. The overall plan for the HCV Program is designed to achieve three major objectives:

1. To provide decent, safe, and sanitary housing for low-income families while maintaining their rent payments at an affordable level.
2. To promote freedom of housing choice and spatial de-concentration of low income/minority families.
3. To provide an incentive for private property owners to rent to low income families by offering timely assistance payments to owners, and counseling to program participants regarding their obligations under their lease.

## EQUAL OPPORTUNITY

### A. Fair Housing

It is the policy of the HASA to comply fully with all Federal, State, and local nondiscrimination laws, including, but not limited to, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national origin, familial status, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any HASA housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the HASA will provide Federal/State/local information to applicants/participants in the HCV Program regarding unlawful discrimination and any recourse available to them if they believe they may be victims of discrimination.

### B. Reasonable Accommodation

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the HASA's programs and related services. When such accommodations are granted, they do not suggest special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. Because disabilities are not always apparent, the HASA will ensure that all applicants/participants are aware of their rights. We

would like to thank you in advance for serving our families with special needs.

### THE HOUSING AUTHORITY'S ROLE

- Reviews all applicants to determine families' eligibility for the program.
- Explain the rules and procedures of the program to families and property managers/owners.
- Issue vouchers to eligible families.
- Inspect the assisted units to ensure compliance with housing quality standards.
- Make housing assistance payments to the owner in a timely manner.
- Re-examine the family's income and composition annually and process changes reported by the families.
- Ensure compliance with program rules.
- NOTE: The HASA is not a cosigner to the lease and is not liable in relation to the lease

### THE OWNER/LANDLORD/MANAGER'S ROLE

- Thoroughly screen and interview families who apply for a lease.
- Maintain the property by making necessary repairs in a timely manner to ensure compliance with housing quality standards.
- Collect application fees, security deposits, and the tenant's rent portion
- Manage the property and enforce the signed lease.
- Bill tenant for repairs made as a result of tenant-related damages and provide the HASA with a copy of the charges.
- Comply with the terms of the HAP contract and Tenancy Addendum (See RFTA packet)
- Comply with all fair housing laws, including non-discrimination and reasonable accommodation (see applicable sections above).
- Notify the HASA if the tenant vacates the property and return the HAP received after a family vacates as applicable.
- Notify the HASA if there are any persons occupying the unit other than those on the lease.
- Notify the HASA of any ownership changes immediately so that payment will not be delayed to the new owner.

### THE TENANT/PROGRAM PARTICIPANT'S ROLE

- Provide the HASA with complete and accurate information regarding household income and composition.
- Report all changes in income and composition throughout the year in a timely manner.
- Locate a suitable unit, pay the application fee, and pay the security deposit to prospective owner/landlord.
- Attend all scheduled appointments with the HASA and return all requested documents.
- Maintain the property and permit access by landlord or landlord representative for repairs. Tenant is responsible for tenant caused damages above ordinary wear and tear.
- Comply with the terms of the lease with the landlord and the rules and obligations of the HCV program.
- Pay their portion of rent on time to the owner.

## CLIENT ELIGIBILITY

Each potential applicant must complete an online application for the waiting list at [www.sanangelopha.com](http://www.sanangelopha.com). The waiting list time can average eight to twelve months or longer depending on federal funding. Applicants are ranked on the HCV waiting list according to preferences and date and time. The applicant must renew their online application every six (6) months until they begin receiving rental assistance.

Once the applicant's name reaches the top of the waiting list, the applicant is invited to a Preliminary Briefing Meeting. Applicants will be informed of what information is required from them to determine their eligibility for the program and the possible reasons for being denied. Eligibility is determined by the amount of gross annual income for the family, family size, criminal history, citizenship status, and whether the applicant or any other adult household member owes an outstanding debt to any Housing Authority in the United States.

## VOUCHER ISSUANCE

Once the collected information is verified and the applicant/family is approved, they will be invited back to a Certification Meeting. At this meeting, the applicant is given all the rules and regulations of the program and issued their housing voucher. The voucher will expire in sixty (60) days if the applicant has not found a unit to lease. The applicant may be given up to two (2) 30-day extensions, if necessary, for a maximum time of 120 days to locate a unit and submit the paperwork to request an inspection.

## TENANT REFERENCE

The HASA does provide housing assistance but in no way verifies a family's suitability as a tenant. **IT IS THE RESPONSIBILITY OF THE OWNER TO REFERENCE CHECK AND APPROVE A PROSPECTIVE TENANT.** As a reminder, all owners must abide by the non-discrimination laws.

\*Please refer back to the Equal Opportunity/Fair Housing Section.

## PAYMENT STANDARDS

The payment standard is used to calculate the monthly housing assistance payment for a family. The HASA will set its payment standard between 90% and 110% of the HUD-published Fair Market Rent (FMR). This payment standard is the maximum monthly subsidy payment. Within those limits, the HASA may set higher or lower standards for certain areas within the jurisdiction, as appropriate. This payment standard also depends on the family composition and the bedroom size for the unit.

\* See current payment standards chart.

## RENT REASONABLE LIMITS

The FMR is intended to represent a figure at or below which decent, safe, and sanitary housing can be rented on the private market. This includes the cost of utilities. **Example:** If the FMR for a 2-bedroom unit is \$800 and the cost of utilities are \$100; the rent for the unit should be approximately \$700.00. The family will not pay more than 40% of their gross monthly income toward the rent and utilities. The HASA will determine if the rent is comparable to other non-assisted

rents in the area.

### HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT

The HAP Contract is the agreement between the HASA and the owner. The contract outlines the rights and responsibilities of both parties. The HASA can make no payments until the HAP contract is executed; nor can it make payments on a unit that is not occupied by the program participant. The contract will be considered executed when both the HAP Contract and the lease is submitted to the HASA with all required signatures and dates. Lease dates must match the beginning and ending date of the HAP Contract. When the contract is cancelled, payments must be discontinued. If the contract is cancelled due to no fault of the owner, a 30-day notice will be given to the owner whenever possible. There may be exceptions to this, such as when the family vacates the unit without providing the required notice. The contract may also be cancelled if the unit does not continue to meet Housing Quality Standards (HQS).

The initial term of the HAP contract is approximately one year depending on the beginning date. For example, the beginning date is 3/18/2019. The HAP contract and your tenant lease will begin on 3/18/2019, but will end just short of one year on 2/28/2020. During the term of the contract, the owner may not increase the rent to the tenant or change the utilities that are supplied by the owner.

### HOUSING ASSISTANCE PAYMENT (HAP) TO OWNER

The HASA will begin making payments to the owner after the unit has been approved and the HAP contract has been executed. The HAP is released on or near the 1st and the 15th day of each month depending on weekends and holidays. While direct deposit is preferred, owners may choose to receive paper checks via the US Postal Service. Please understand that this will cause a delay due to the printing of the checks, obtaining the required signatures, and the time it takes for delivery.

### TENANT RENT PORTION

Families must pay their portion of the rent to you in accordance with the terms of the lease every month. Failure of the owner/agent to require families to pay their portion, no matter the amount, may be grounds for termination of the HAP Contract and rental assistance payments. **It is the owner's/agent's responsibility to pursue collection of the rent.**

### SIDE AGREEMENTS

Agreeing to accept payments from the participant "on the side", charge other fees, or accept additional rent payments over/above the rent amount stated in the RFTA, the lease, and the HAP Contract is illegal and grounds for termination of assistance.

### RENTING TO FAMILY

HUD does not allow a participating family to rent from a family member, except under specific circumstances. The owner may not be the parent, child, grandparent, grandchild, sister or brother of any member of the assisted family. Owners are required to disclose if there is a familial relationship to any member of the assisted family. If an owner/agent and tenant enter into a HAP contract and lease under knowingly fraudulent circumstances, the HASA will require complete recovery of all monies paid on the behalf of the participant to the owner/agent and the utility payments made to the tenant.

## DEPOSITS

You may set the amount of your security deposit but it may not be greater than the rent requested. Neither can it be greater than that of a non-HCV renter. How you handle the deposit is your decision, but it is recommended that you collect the full deposit up front. The HASA discourages participants from completing work for landlords to meet the deposit. Likewise, we strongly suggest any payment arrangements to meet the deposit be put in writing and signed and dated by both parties.

When the family moves out of the unit, you may use the deposit in accordance with the lease as reimbursement for any unpaid rent payable by the family, damages to the unit, or for other amounts the family owes under the lease. If the deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family.

Within thirty (30) days after the family moves, the owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the family.

## LEASE

The lease is the written agreement between the tenant and the owner. **The HASA is not a party to the lease; only the HAP Contract.** The lease must comply with State and local laws. The owner must use their own lease and it must be submitted to the HASA for review prior to execution of the HAP contract.

The initial term must match the dates of the HAP Contract and, at minimum, should list the following information:

- The contract rent amount and deposit
- The effective and expiration date of the lease
- The names of the approved household members
- The ownership of the appliances (stove/refrigerator)
- Who is responsible for paying the utilities (electric, gas, water, sewer, trash)
- Who is responsible for lawn care
- If pets are allowed, and the species, number, and size of pet
- Specifics regarding late fees

Additional information that owners and tenants may wish to consider putting in the lease includes, but is not limited to the following: who changes smoke detector batteries and air filters, the length of time visitors may stay, and if smoking is allowed in the unit, etc.

## RENTAL INCREASES

When the lease is near to its renewal date, the owner can decide to continue with a lease renewal, to continue on a month-to-month basis with the participant, or to terminate the lease and the HAP contract. Any and all changes to the lease agreement must be in writing, signed, and dated with a copy submitted to the HASA.

Owners wishing to obtain a rent increase or change the utility responsibility must make the request in writing sixty (60) days in advance of the annual renewal date or requested effective date. These changes must be submitted on the HASA request form. Requests will be reviewed to ensure that the increase is reasonable considering the market value of the unit. If the increase is not "rent reasonable" in comparison to the value of the units of the same size and type in the market, the request may be denied. If the HASA's budget has been reduced or limited due to Federal budget constraints, requests may also be denied.

\*See sample Request for Rent Increase and Utility Responsibility form.

### BRIBING, BULLYING BEHAVIOR

Attempts to bribe, bully or threaten the participants, HASA staff, contractors, property managers, or other personnel associated with the Housing Authority, including swearing, yelling, and threatening physical harm, are grounds for termination of the HAP contract and participation in the housing program.

### EVICTIONS

An owner may evict a family at any time for serious or repeated violations of the lease, violation of local, State, or federal laws applicable to the tenant's occupancy of the unit, violent criminal behavior by the tenant, a household member or guest that threatens other residents or persons residing near the unit, or drug-related criminal activity. A participant who is legally evicted for any reason will have their assistance terminated and will be ineligible for assistance for three (3) years.

After the first year, an owner may give notice of lease termination for other good cause, including:

- Unwillingness by the family to accept a new lease or revision to the lease.
- The owner's desire to use the unit for personal or family use.
- The owner's desire to use the unit for a purpose other than as a residential unit.
- A business or economic reason for termination of the tenancy.

The owner must give the tenant a written notice of intention to terminate the lease and the grounds for the termination. In addition, the owner must give a copy to the HASA. If the lease is being terminated for business or economic reasons, the owner is required to give the tenant ninety (90) days' notice.

**\*A copy of the eviction notice from the owner MUST be given to the tenant and the HASA.\***



## Five Steps to Becoming a Landlord and Putting Your Unit on the HCV Program

(1). Complete the Landlord Briefing Paperwork and follow-up with the Housing Inspector or HCV Supervisor. The HCV accounting paperwork forms including:

- W-9 form
- HASA direct deposit form
- Certification of Ownership (Tom Green County Appraisal District Property Tax Summary)

All forms can be mailed, delivered to, or faxed to Mari Valdibieso at the address or number on the front of this packet.

(2). Turn in the unit availability form (courtesy list). **\*See Courtesy List Request Form\*** This form is the in-house rental listing that is given to current participants and applicants when they are issued a voucher. This listing includes:

- Address of unit
- Number of bedrooms or baths
- Requested rent and deposit amounts
- Name and number to call for details
- Any other details that you may want to list

The voucher holder will call you directly, so please make sure the phone number you are listing will be suitable to receive a high level of calls. **\* NOTE: The HASA does not find a tenant for you; we will provide the tenant with a courtesy list and they will decide who to call.** You also have the choice of who you will rent to. Please screen the voucher holder carefully.



(3). Once you have selected a voucher holder/prospective tenant and they have selected your unit, he/she will bring you a Request for Tenancy Approval (RFTA) packet. Please check to be sure the applicant has completed their portion of the packet prior to giving it to you. You will complete your portion and return it to the tenant. **\* See sample RFTA packet.** The HASA will also need an unsigned proposed lease to accompany the RFTA. Although you may choose to submit these documents to the HASA for the participant, it is the participant's responsibility to see that the documents are submitted prior to the expiration of their voucher.

When the caseworker has received the RFTA packet, he/she will review the packet to make sure it's filled out correctly and the requested rent is within the tenant's rent limits. If the

requested rent is over their rent limits, the caseworker or voucher holder will call the owner and ask for a decrease in rent in order for the tenant to qualify for the unit. \* NOTE: It is your choice to decrease the rent or not. If you decide not to decrease the rent, the tenant will continue to look elsewhere for suitable housing that he/she qualifies for.

Once the caseworker has verified the tenant qualifies for the unit, the RFTA packet is transferred to the HQS Inspector. The HASA is required by HUD to determine if the rent for the unit meets the standards for rent reasonableness. Rent reasonableness is defined as: a rent to owner that is not more than rent charged for comparable units in the private unassisted market, and for comparable unassisted units on the premises.

Enclosed in the packet is a comparability form that MUST be completed. The form can be found on page 7 of the RFTA packet under Part 12a. Owner's Certification. You will also need to indicate the lead-based paint disclosure requirements under part 12c.

\*\*It is very important that you take the time to complete these forms with all required information. If incomplete, the packet will be returned, which will delay the following phase of scheduling an inspection.

**(4).** Once the HQS Inspector has reviewed the RFTA packet and deemed the rent to be reasonable, an initial inspection will be scheduled. The HASA or its contractor will inspect each unit for compliance with HUD's HQS within fifteen (15) days of submission of the RFTA packet and proposed lease.

If the unit passes inspection, the caseworker will contact the owner and tenant to discuss a move-in date. The caseworker will also inform you of any other paperwork they will need in order for your housing payment to begin. If the unit fails, the inspector will mail a letter of the repairs to be completed. If the repairs are not completed within 15 calendar days, the caseworker may encourage the tenant to seek other housing units.

If the tenant moves into the unit prior to it passing inspection, the tenant will be responsible for the entire rent. The unit must pass the HQS inspection before any assistance will be approved.

**(5).** The HAP Contract will be generated once a move-in date is determined. You may choose to schedule an appointment with the caseworker to sign the HAP Contract at the office. You are responsible for providing a copy of the lease signed and dated by you and the participant at that time. If you choose to have the HAP Contract mailed to you, you will receive two (2) copies. You are responsible for returning one (1) copy to the HASA office along with the lease.

The hold on your HAP will be removed once these documents have been received. As stated earlier, HAP is released on or near the 1st and 15th day of each month.

Our agency strives to have families housed and owners receiving housing payment within thirty (30) days from submission of the RFTA. The following tips will help make the inspection process moves smoothly:

- Make sure your unit is "move-in" ready for the tenant. Do a final walk through before the day of the inspection. If your unit fails, re-inspections will delay the tenant from moving in and/or the generation of your HAP Contract.
- Make sure you have turned in your W-9, direct deposit forms, etc., to the accounting

department.

- Make sure to collect the deposit in full. If you have made other arrangements for the payment of the deposit, make sure it's in writing. Misunderstandings over deposits can also delay the move-in process.

## HOUSING QUALITY STANDARDS (HQS)

The goal of the HCV program is to provide "decent, safe, and sanitary" housing at an affordable cost to low income-families. To accomplish this, basic HQS regulations have been set which all units must meet before assistance can begin. Inspections may be completed by HASA staff. HQS consists of the following thirteen (13) performance requirements:

- 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
- Smoke detectors

There are eight (8) areas that must be inspected and meet HQS compliance:

- Living room
- Kitchen
- Bathroom
- Other rooms used for living and halls
- Secondary rooms (not used for living, such as a laundry room)
- Building exterior
- Heating and plumbing
- General health and safety

## HQS CHECKLIST:

The following is a listing of the conditions/questions that must be verified by the inspector. These questions are not inclusive of everything on the HQS inspection form, but will help you make sure the inspection process moves smoothly.

### Living Room

- Is there a living room?
- Are there at least two working outlets or one working outlet and one working light fixture?

- Is the room free of electrical hazards?
- Can all windows and doors accessible from the outside be locked?

#### Kitchen

- Is there a kitchen?
- Is there at least one working outlet and one working, permanently installed light fixture?
- Is there a working fridge that maintains a temperature low enough so that food does not spoil over a reasonable period of time?
- Is there space to store, prepare, and serve food?

#### Bathroom

- Is there a bathroom?
- Is there a working toilet in the unit for exclusive private use of the resident?
- Is there a working tub or shower with hot and cold running water in the unit?
- Is there a window that can be opened or a working vent system?

#### Other Rooms Used for Living and Halls

- Are there at least two working outlets or one working outlet and one working light fixture?
- Is the room free of electrical hazards?
- Can all windows and doors accessible from the outside be locked?
- Is there a smoke detector on each level of the unit?

#### All Secondary Rooms (Not Used for Living)

- Can all windows and doors accessible from the outside be locked?
- Are all rooms free of electrical hazards?

#### Building Exterior

- Is the foundation sound and free of hazards?
- Are the exterior stairs, rails, and porches sound and free of hazards?
- Are the roof, gutters, and down spouts sound and free of hazards?
- Are painted surfaces free of defective paint and adequately treated?

#### Heating and Plumbing

- Is the heating equipment capable of providing heat to all rooms used for living?
- Is the unit free of unvented fuel-burning space heaters and other unsafe heating conditions?
- Is the water heater safely located, equipped and installed?
- Is the plumbing free of major leaks or corrosion that causes serious and persistent levels of rust in the drinking water?

#### General Health and Safety

- Can the unit be entered without having to go through another unit?

- Is the unit free of rats and severe infestations of mice or vermin?
- Is there adequate covered storage and disposal of food wastes, and are they approvable by a local agency?
- Do all elevators have a current inspection certificate?

#### COMMON HQS FAILED ITEMS:

- Nonfunctional smoke detectors
- Missing or cracked electrical outlet plates
- Peeling or cracked exterior and interior paint
- Tripping hazards caused by poorly installed floor covering (carpet/vinyl)
- Broken or cracked window panes
- No ventilation in the bathroom
- Leaking faucets
- No temperature/pressure-relief valve on water heaters
- Broken stove burners or range hoods
- Unclean units
- Severe infestations of mice or vermin
- Missing stove burner control knobs
- Strong smell of urine from previous tenant's pet.

#### INSPECTION TYPES AND PURPOSE:

There are several different types of inspections that are performed:

- **Initial Inspections:** An initial HQS inspection is conducted after a voucher holder submits a RFTA packet. The HASA will not enter into a HAP contract until the unit is inspected and passes the inspection. If the unit does not pass the initial inspection, the inspector will notify the owner that the unit has failed inspection and is not eligible for assistance until repairs are made and re-inspected.
- **Annual inspections:** An annual inspection is conducted each year to determine that the unit remains in compliance with HQS. The owner and family are notified of the inspection date.
- **Re-inspections:** A re-inspection must be conducted when a unit fails an HQS inspection to determine if all repairs have been completed and the unit is in compliance with HQS requirements.
- **Quality Control inspections:** The HASA will perform quality control inspections for program compliance. The purpose of these inspections is to determine that HQS are uniformly being applied by the inspector within HUD requirements.
- **Failed inspections:** If the unit does not pass the initial/annual/quality control inspection, the inspector will notify the owner by mail that the unit has failed inspection and of the required repairs. If there are emergency failed items, the repairs must be made within 24 hours of the inspector's phone call as required by federal law. For all other repairs, the inspector will typically schedule the re-inspection within 15 days unless the landlord requests an extension. Ultimately, all repairs must be made within 30 calendar days. The owner will be advised that if the necessary repairs are

not made, the HAP will be abated (stopped). The tenant/participant may not be held responsible for the HASA's portion of the rent. When the repairs have been made and the unit passes the final inspection, the HASA will resume HAP, pro-rated from the date of the passed inspection. The family will also be notified of the failed inspection and the re-inspection date.

- **Repairs:** While it is generally the responsibility of the landlord/owner to maintain an assisted unit to HQS, the tenant is responsible for damages that the tenant causes. The landlord/owner may require the tenant to repair or pay for the repair of items the tenant has damaged by means of written notice, explaining which items they are to repair and when. The landlord/owner would also provide a copy of this notice to the HASA.

The HASA hopes this booklet helps you understand a little more on how the housing process works. We know it's a lot of information, but we do invite you to call us with any questions that you might have at (325) 481-2500. Thank you once again for helping us serve the families living in the Concho Valley. We look forward to partnering with you to keep our families FIRST.

