

**City of Glendale
Community Housing Division**



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

**Landlord
Handbook**

Revised March 2010



Welcome to the City of Glendale Section 8 Housing Choice Voucher Rental Assistance Program

This packet contains information that you will find helpful in understanding the Section 8 Housing Choice Voucher (HCV) Rental Assistance program.

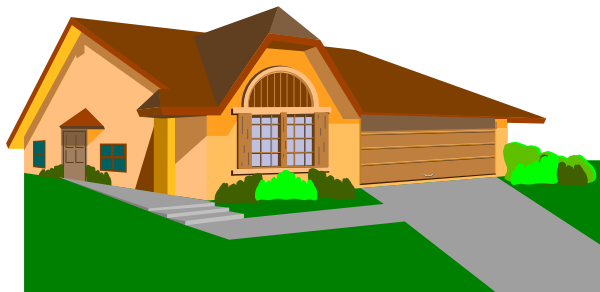


As a tenant, you will read about your responsibilities while in the program as well as your landlord's responsibilities.

As a landlord, you will understand your role and responsibilities as a housing provider as well as learn about the responsibilities of your Section 8 tenants.

In order to be successful in the program, there must be a good working relationship between the landlord, the tenant and the housing authority.

Please read the information carefully and if you have any questions, contact your Housing Assistance Representative.



Owner/Landlord Handbook

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Owner/Landlord Handbook

A. PROGRAM INFORMATION

The Section 8 Housing Choice Voucher program is a free-choice approach to assisted housing. The family may choose to rent anywhere in the private rental market, as long as it meets certain requirements for eligible housing types, rent limits, rent reasonableness and Housing Quality Standards (HQS). The landlord retains private property rights, including management, tenant selection, and maintenance. Once an individual or family receives a voucher, they will have 60 days to select suitable housing that meets their particular needs.

After a voucher holder locates a suitable apartment or house, Glendale Community Housing Division (CHD) will inspect it to be sure it is decent, safe, and sanitary. CHD will determine if the rent is reasonable and within the amount allowed by HUD. The individual or family will then sign a lease with the landlord. The landlord will sign a Housing Assistance Payment contract (HAP) with CHD, which states the amount due the landlord from the tenant and the subsidy amount due from CHD.

The U.S. Department of Housing and Urban Development (HUD) determines the rules and regulations for the Section 8 Program, and also provides the funding. CHD strictly enforces HUD program rules and regulations.

The Section 8 Housing Choice Voucher program provides for a rental payment subsidy on behalf of an eligible client. The client (tenant) is responsible for the tenant portion of the rent. CHD pays the subsidy amount directly to the landlord. The landlord/owner has certain responsibilities, which are established through federal program regulation. This handbook will help you to understand your rights and responsibilities as an owner of a Section 8 property.

The Glendale Section 8 Housing Choice Voucher program complies with all Equal Opportunity requirements. CHD is in conformity with the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act.

B. OWNER INFORMATION

1. Becoming A Section 8 Landlord

The process is simple! First, become familiar with your responsibilities under the program. They are listed in this information packet. We make sure that all prospective clients and landlords receive both the Participant Handbook and the Landlord Handbook, in order to best understand all aspects of the program.

Second, list your unit(s) with CHD administrative office, as stated in number 2 below.

2. Renting Your Unit to Section 8 Clients

List your unit as you would to rent in the private market. CHD also maintains an inventory of available units in the administrative office. All you need to do is fill out

our FOR RENT form for each unit you have for rent. We will then post the form in our rental books by bedroom size, where every Section 8 client can see your listing.

3. Tenant Voucher Use

When a Section 8 participant becomes eligible for assistance through the program, a voucher is given. The voucher will state the name of the eligible person, unit size qualified for, issue date and expiration date. When a Section 8 participant contacts you to rent the unit, ask to see the Voucher and check the expiration date in the upper right hand portion of the form. If the date is current, you can continue the leasing process.

You must complete the Request for Tenancy Approval, form HUD 52517. The prospective Section 8 tenant will have that form. Complete both sides of the form and give it back to the tenant, who will return the completed form to their assigned Housing Representative. This will generate an inspection and review for overall unit eligibility.

4. Unit Approval

Once the unit is approved, CHD will approve a HAP contract if **all** of the following conditions are met:

- The unit is eligible. The following are NOT eligible types of housing:
 - Public housing
 - A unit receiving project-based assistance
 - Nursing homes, board or care facilities
 - College or school dormitories
 - Penal, reformatory, medical, mental or similar public or private institutions
 - Unit occupied by its owner or by a person with any interest in the unit. (CHD may approve exceptions in order to provide reasonable accommodations to persons with disabilities. 24 CFR 982.601(3).)
- The unit is inspected by the CHD and passes a Housing Quality Standards Inspection;
- The HAP contract is approvable and includes the language of the tenancy addendum;
- The rent to owner is reasonable (determined by the housing authority);
- The family's share of rent does not exceed 40% of their monthly adjusted income;
- The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the CHD; and
- The family continues to meet all eligibility and screening criteria.

CHD will promptly notify the family and owner whether the assisted tenancy is approved. Upon approval, CHD will prepare the HAP contract.

IMPORTANT NOTE!

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

5. The HAP Contract

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

CHD processes checks twice per month. Monthly rent checks are mailed on the last day of the month. If changes to the HAP amount are made after processing for the end of month check processing closes and CHD owes additional rent to the landlord, the difference will be processed and mailed on the 15th day of the month.

6. HQS Inspection Process

Under federal regulations, CHD cannot pay for housing assistance for any unit that has not passed a Housing Quality Standards inspection (HQS). CHD will schedule an appointment for the inspection within 15 days after the paperwork is turned into the housing office. The 15-day period is suspended during any period the unit is unavailable for inspection.

A Housing Quality Inspection (HQS) is an inspection process required for federally subsidized rental units. CHD is responsible for completing the inspection.

HQS covers so much more than just inspections. Housing Quality Standards, or HQS, dictates acceptable criteria for key aspects of housing quality. They are:

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

CHD will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

CHD must be allowed to inspect the unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class

mail. For the initial inspection prior to move-in, the owner must make the unit accessible to the inspector. The family does not have to be present for the initial inspection. However, we recommend you attend with the inspector to understand any pass/fail items.

For other types of inspections (housekeeping, annual recertification, special inspections) and if the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or arrange to allow CHD's inspector to enter the unit and complete the inspection.

- ** CHD inspector will not enter the unit if the only member of the household present is under 18 years of age. It is the responsibility of the tenant to reschedule the inspection when an adult family member is present. Failure to comply with HQS requirements is considered a lease violation and assistance can be terminated.

If the family misses the scheduled inspection and fails to reschedule the inspection, the CHD will only schedule one more inspection. If two inspections are missed, the CHD will consider the family to have violated a Family Obligation and their assistance will be terminated.

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

7. Annual HQS Inspection

Every unit subsidized under the Section 8 Housing Choice Voucher program will be subject to an annual inspection. At that time, the unit will undergo a thorough inspection based on HUD standards. The tenant and landlord will be notified of the results. Items requiring repair or replacement can be either the responsibility of the tenant or the landlord.

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

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

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

8. Abatement of HAP Amount

Abatement of HAP amount means that a hold is placed on the CHD portion of the rent. An abatement occurs because the owner was notified by mail that the inspection found items needing certain repairs, and those repairs were not made by the date specified on the notice. If an abatement occurs, the owner/agent receives a letter from

CHD stating the repairs for which the landlord/owner were responsible have not been completed. The letter states CHD will stop paying from this date until repairs have been completed.

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

9. Background Checks on Prospective Tenants (Screening)

CHD requires all adult family members who are at least 18 years of age, and each family head and spouse, regardless of age, to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice*. The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*. A copy of this form is included in this packet.

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

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

The HA does not certify the tenant's suitability. We strongly encourage landlords to check tenant references. Additional screening is the responsibility of the owner and is allowed as long as the screening is the same as you would do with any non-subsidized tenant

Upon the request of a prospective landlord, CHD will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity.

See (24 CFR §982.307)

10. Security Deposits

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

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

11. Change of Mailing Address

Send a written request to the CHD with the following information:

- Owner name
- Previous address
- New address
- New phone number
- Social security number (or Employer Tax ID number)
- Signature of owner

12. Change in Ownership

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

13. Foreclosures

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

- The foreclosed owner of a home cannot force a Section 8 family to vacate the property prior to a sale of the property.
- The new owner may terminate the tenancy effective on the date of the transfer to the owner if the owner:
 1. Will occupy the unit as a primary residence; and
 2. Has provided the tenant with a notice to vacate at least 90 days before the effective date of such notice.

14. Management Change

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

15. Proof that Mortgage Payment is Current

CHD requires proof that the mortgage payments on the rental property are current. Proof can be provided in the form of a letter from the mortgage company, or a copy of

a recent statement reflecting that the most current payment has been received by the mortgage company.

16. Owner and Payee W-9 Requirement

CHD is required by the IRS to have on file a W-9 for every vendor receiving funds from the CHD for 1099 reporting purposes. The W-9 needs to be completed accurately. If the payee name does not match with the identification number, the CHD will be issued a penalty. The CHD will then be required to withhold backup withholding at 31% from the payee.

The payee always needs a W-9 completed for 1099 reporting purposes. If the owner is not the payee, we need the owner information on file in case there is a change in payee.

If there is not a W-9 on file with CHD, CHD will not pay the subsidy portion to the landlord.

17. W-9 Substitute

This is a form completed by an agent with a broker's license who is exempt from 1099 reporting. (This would apply to a non-profit owner.)

18. City Rental Sales Tax

The City of Glendale adopted City Ordinance No. 2328, which states that landlords who own one or more residential rental properties must have a City of Glendale sales tax license. The cost is \$50. Only one license is required for any number of dwelling units owned by the same person. In order to rent your unit with the Glendale Community Housing Section 8 program, you must provide a copy of your city sales tax license. If you do not have one, call the Glendale Tax and License Department at (623) 930-3190.

19. Registration of Rental Property with the Maricopa County Assessor's Office

In accordance with A.R.S. § 33-1902 an owner of a residential rental property in Maricopa County must register certain information relating to the property and its ownership with the Maricopa County Assessor. In order to continue to receive a HAP payment, you must provide proof that your property has been registered with Maricopa County as a rental property.

20. Out-of-County Owner

Glendale Section 8 landlords who reside outside of Maricopa County must have a local agent. Glendale City Code, Section 29.1-39 (a) states, "Owners of residential rental property located within the city, who reside outside Maricopa County, shall designate a person residing within Maricopa County as the local agent for the owner to receive notices relative to the property. The name, address, and telephone number of this designated agent shall be provided to the city upon request or upon service of a notice." If you are a landlord with a Section 8 property, and you live outside of

Maricopa County, in order to continue to receive your HAP payment, you must provide our office with the name and contact information for your local agent.

21. Reasonable Rent

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

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

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

In making a rent reasonableness determination, CHD will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. CHD will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the Section 8 unit and the comparable units.

Owners are invited to submit information at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable CHD to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

22. Change to TTP Amount

Total Tenant Payment amounts may change throughout the lease period if the tenant has submitted a change form noting a change in family composition or income amount. CHD completes interim changes only on decreases in the TTP amount. The only effect this will have on the landlord is that the payment amounts from the tenant to the landlord and from CHD to the landlord will change. You will receive notification of this change prior to the payment date.

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

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

23. Rent Increases

You cannot request a rent increase during the first year of the lease. After the first full year of the lease, you can request an increase in rent annually at the time of tenant reexamination, with a 60-day notice to the tenant and CHD. It must be approved by

CHD in order for the HAP contract to be renewed. CHD will review the increase for reasonableness based on the Fair Market Rent for the unit.

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

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

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined. Reductions in rent are not retroactive if the delay is family-caused.

A form is included in this packet for requesting a rent increase.

24. Utility Allowances

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

The utility allowance is subtracted from the family's share to determine the amount of the Total Tenant Payment (TTP). The TTP is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

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

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

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

At each reexamination, the CHD applies the utility allowance from the most current utility allowance schedule. A copy of the most recent utility allowance schedule is included in this packet for your review.

25. Terminating the HAP contract or Tenant Lease

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

A. Termination of the lease -

1. By the family

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

2. By the owner

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

- i. Serious or repeated violations of the terms or conditions of the lease;
- ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
- iv. Any drug-related criminal activity on or near the premises;
- v. Other good cause. Other good cause may include, but is not limited to:
 - (1) Failure by the family to accept the offer of a new lease;
 - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
 - (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;

(4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

- b. During the first year, the owner may not terminate tenancy for other good cause unless the reason is because of something the family did or failed to do.
- c. The owner may only evict the tenant by instituting court action. The owner must give the CHD a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.
- d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

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

3. Termination of the Lease by mutual agreement

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

B. Termination of the Contract

1. Automatic termination of the Contract

- a. If the CHD terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit (including abandonment), the contract terminates automatically.
- c. The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

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

3. Termination of the HAP contract by the CHD

The CHD may terminate the HAP contract because:

- a. The CHD has terminated assistance to the family.
- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.

- c. The unit is larger than appropriate for the family size or composition under the regular Voucher Program.
 - d. When the family breaks up and the CHD determines that the family members who move from the unit will continue to receive the assistance.
 - e. The CHD determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
 - f. The owner has breached the contract in any of the following ways:
 - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
 - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937.
 - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
 - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;
 - v. If the owner has engaged in drug trafficking.
4. Final HAP payment to owner

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

26. Fraud in the Program

The Section 8 Housing Choice Voucher program is federally funded and therefore program requirements must be met, regulations followed, and government funds properly utilized. Incidences of fraud, willful misrepresentation, or intent to deceive with regard to the Section 8 Housing Choice Voucher program are criminal acts and will be prosecuted to the fullest extent of the law.

C. OWNER RESPONSIBILITIES

As an owner, landlord, or manager of a rental unit, you have very specific obligations and responsibilities if you choose to rent to a Section 8 client. Failure to abide by these responsibilities may cause CHD to terminate the HAP contract.

- Perform all management and rental functions for the assisted unit, including screening and selection of tenants.
- Maintain the unit in accordance with Housing Quality Standards (HQS), including performance of maintenance.
 - If the owner fails to maintain the dwelling unit in accordance with HQS, the CHD will take prompt and vigorous action to enforce the owner obligations. The CHD's remedies for such breach of the HQS include termination, suspension, or reduction of housing assistance payments and termination of the HAP contract.
 - The CHD will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the CHD and the CHD verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any CHD approved extension).
- Provide information to the family on the status of lead-based paint in the unit.
- Collect from the renter: security deposit, tenant portion of the rent, any charges for damages to the unit.
- Comply with equal opportunity and fair housing requirements.
- Prepare information required under the HAP contract and furnish the information to CHD.
- Initiate the lease agreement with the participant.
- Enforce the tenant obligations under the lease.
- Pay for utilities and services agreed upon in the lease.
- May not collect side payments from Section 8 renters or charge more than approved by CHD.
- Responsible for provisions or modifications to the unit as reasonable accommodations.
- Notify CHD of any change in ownership.

D. CHD RESPONSIBILITIES

Section 8 Housing Choice Voucher Program is a three-way relationship. The participant and owner have certain responsibilities, as does the housing authority. CHD will do the following to ensure the Section 8 program is administered lawfully and successfully.

- The CHD will comply with the consolidated ACC (HUD funding contract), the application, HUD regulations and other requirements, and the CHD Section 8 Administrative Plan.
- In administering the program, the CHD must:
 - Publish and disseminate information about the availability and nature of housing assistance under the program;
 - Explain the program to owners and families;
 - Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
 - Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
 - Affirmatively further fair housing goals and comply with equal opportunity requirements;
 - Make efforts to help disabled persons find satisfactory housing;
 - Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
 - Determine who can live in the assisted unit at admission and during the family's participation in the program;
 - Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
 - Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
 - Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
 - Determine the amount of the housing assistance payment for a family;
 - Determine the maximum rent to the owner and whether the rent is reasonable;
 - Make timely housing assistance payments to an owner in accordance with the HAP contract;

- Examine family income, size, and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
- Establish and adjust CHD utility allowance;
- Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the CHD, if the owner defaults (e.g., HQS violation);
- Determine whether to terminate assistance to a participant family for violation of family obligations;
- Conduct informal reviews of certain CHD decisions concerning applicants for participation in the program;
- Conduct informal hearings on certain CHD decisions concerning participant families;
- Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
- Administer an FSS program.

E. FREQUENTLY ASKED QUESTIONS

How am I paid for the rent?

CHD will calculate the tenant portion of the rent based on eligible income. The tenant is responsible for this amount paid directly to the landlord. CHD pays the difference directly to the landlord. If the HAP portion of the rent has not been received, please contact CHD. The tenant is only responsible for their portion of the rent payment.

If I choose to rent to a Section 8 client, do I have to treat them any differently than any of my non-subsidized tenants?

No! Actually, it is against the law to treat a Section 8 Housing Choice Voucher tenant any differently than a non-subsidized tenant. This covers security deposits, background checks, and move-in and move-out procedures. You may even use your own lease, however, it must include the HUD required Section 8 Housing Choice Voucher Program Tenancy Addendum.

What are the terms of the lease?

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

What if I want to terminate the lease?

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

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

The property owner may retain the security deposit for the amount of unpaid rent and any damages caused to the unit. CHD will not reimburse the landlord for any damages to the unit or financial losses to the landlord on leases signed after October 2, 1995.

If I think a current tenant would qualify for the Housing Choice Voucher/Section 8, can I rent to them under the program?

No. In order to receive housing assistance through the Glendale Section 8 rental assistance program, families must apply when we open our waiting list and go through the application/eligibility process.

However, if a current tenant applied and has been through the eligibility process, they can "rent in place", which means they can stay in their current apartment as a Section 8 client as long as the landlord accepts Section 8 and agrees to the terms of the contract and requirements of the program.

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

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

Who pays for utilities?

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

How do I request a rent increase for a Section 8 tenant?

During the first year of the lease, the rent cannot be increased. After the first year, you can request an increase annually, at the time of the annual reexamination, with a 60-day notice to the tenant and CHD. The increase is subject to rent reasonableness and CHD approval. Please see Section 18 in this packet for additional information.

How does the Violence Against Women Act of 2005 (VAWA) affect my right to evict?

VAWA gives protections from eviction for a victim of domestic violence, dating violence or stalking. While you cannot evict the victim, you may be able to evict the perpetrator of the act, if that person is a member of the household. Please see the notice included in this packet or go to our website at <http://www.glendaleaz.com/CommunityPartnerships/documents/landlordownermgnotification.pdf> for more information.