



Housing Authority
of the
City of Shreveport
Landlord Briefing Packet

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A. Introduction

In order for a prospective landlord to list a property with the Section 8 Program, it is recommended that they attend a Landlord Briefing. The briefing will provide landlords with all necessary forms and information needed and it will enable you to have all of your questions answered.

Overview

Families and owners participating in Section 8 Housing Choice Voucher Program maintain the same relationship as they would in the unassisted rental market. The Housing Authority does not select families for owners, does not provide legal advice to either families or owners, and does not participate in the termination process for either party. The Housing Authority's role is to assist income eligible households with their monthly rent payment.

Owner Suggestions for Family Selection

Owners should follow the same set of standards for selecting a Section 8 family as they would for selecting families from the open market. The owner is responsible for screening Section 8 families; the Housing Authority does not play a role in family selection. The Housing Authority determines the family's eligibility for rent subsidy based solely on family income and composition. The Housing Authority does not consider past family history of Section 8 families.

Immediately after receiving a voucher, the family is expected to begin an organized effort to locate a rental unit which meets the family's needs and whose owner is willing to participate in the Section 8 Program. The family has sixty (60) days to locate a unit.

Time extensions to find a unit may be given at the Housing Authority's discretion upon evidence that unusual circumstances prevented the family from finding a unit during the 60 days; and, there is reasonable belief that an extension of time will result in finding a suitable unit.

Calculating Rent

The Housing Authority must ensure that the rent requested by the owner is reasonable (rent is not more than rent charged for comparable units in the private unassisted market). The Housing Authority's portion of the rent payment is a predetermined Payment Standard for the unit size, less 30% of the family's net adjusted income. The family pays the difference between the Housing Authority portion and the agreed upon monthly rent.



However, whenever a family moves to a new unit, the family share of rent cannot exceed 40% of their monthly adjusted income for the initial term of the lease. After the first term of the lease, the landlord may increase the rent.

Rent Calculation Example for Housing Choice Voucher Program

A. Rent to Landlord (Amount landlord wants)	\$ 1,200
B. Utility Allowance (Enter \$0 if none)	\$ 144
C. Gross Rent (Add line A and B)	\$ 1,344
D. Payment Standard	\$ 1,326
E. Enter the lower of Line C or D	\$ 1,326
F. Family 30% of monthly adjusted income	\$ 300
G. Housing Authority payment (Subtract line F from line E)	\$ 1,026
H. Family rent payment (Subtract line G from line A)	\$ 174
I. Family Share of Rent (Add Line H and B)	\$ 318
J. Family 40% of monthly adjusted income	\$ 400

(If line I is more than line J, family share is too high. Family must work with landlord to lower rent or find another unit.)



B. Eight Steps to Establish a Lease

After the family has located a suitable rental unit and a willing owner, the following steps must be followed:

1. Complete "Request for Tenancy Approval"

A "Request for Tenancy Approval" (RTA) form is provided to the family at the time the voucher is issued. Completing this form indicates that the owner and family have met; inspected the unit; reviewed program documents; agreed on the security deposit and rent amounts; and would like to have the unit scheduled for the required inspection by the Housing Authority. Both owner and family must sign and fill out the "Request for Tenancy Approval" completely before submittal to the Housing Authority.

The completed RTA is an indication of owner-family intentions to enter into a rental agreement. It is not binding. Submittal is a pre-requisite to requesting a Housing Authority inspection.

2. Schedule an Inspection

Prior to approving a unit for admission into the Section 8 Program, it must be inspected to determine that it meets minimum Housing Quality Standards (HQS). Families are encouraged to select units that meet these standards; to do otherwise will delay the payment of rental assistance. No Housing Assistance payments can be made for days of tenant occupancy prior to passing the HQS inspection.

The owner or family must call the Housing Authority to schedule an inspection.

The Housing Authority will inspect a vacant unit when all utilities are on; gas, electricity and water. It is strongly recommended that both owner and tenant attend the inspection; however, this is not a requirement.

For occupied units, the Housing Authority requires that the family occupant, or a designated representative of the family who is not a minor, be present. It is strongly recommended that both owner and family attend the inspection.

The results of the inspection (pass or fail) are available by phone and a letter stating the deficiencies or pass status will be mailed after 12 noon on the day after the inspection. If the unit fails the Housing Quality Standard inspection, a letter will be sent to the owner listing the corrections that must be made for the unit to qualify for the Section 8 Program. Families should contact the owner if they have questions regarding repairs. One follow-up inspection will be made upon a telephone request to



the Housing Authority. If a unit fails the second inspection, the family will normally be advised to locate another unit

3. Rent Payment Determinations

The Housing Authority's Housing Assistance Payment (HAP) and the family's portion of the monthly rent are determined after the inspection of the dwelling unit and prior to the finalization of contract terms. Final rent is based on a Rent Reasonableness test to ensure rent is both consistent with similar units in the area and comparable units in the same complex.

4. Housing Assistance Payments Contract

After the unit has passed the Housing Quality Standards inspection, the Housing Authority will execute a Housing Assistance Payment (HAP) Contract. The Housing Assistance Payment Contract is an agreement between the Housing Authority and the owner and sets forth the terms and conditions for the payment of rental assistance on behalf of the family.

5. Owner/Family Lease

Owners must now use their own lease which must be in a standard form used in the locality by the owner.

A HUD Tenancy Addendum must be made a part of the owner/family lease. The owner's lease must include a written reference to the HUD Tenancy Addendum. Suggested wording to be include on the owner's lease:

"HUD TENANCY ADDENDUM IS INCORPORATED IN THIS LEASE". The HUD Tenancy Addendum will be prepared by the Housing Authority for the owner. The owner and the family must execute the lease after Housing Authority has determined that the unit is eligible and the rent is reasonable.

6. Term of Lease

The initial lease term is the prevailing local market practice. During the initial term of the lease, the owner may not raise the rent.



7. Beginning Housing Assistance Payments

Housing Assistance Payments cannot be made to the owner until the HAP contract and a copy of the owner/family lease have been returned to the Housing Authority, the unit has passed the HQS inspection, and the unit is occupied by the family. If documents miss the cut-off date for preparation of the first monthly rental assistance check, payment will be retroactive to the effective date of the HAP contract (not the effective date of the owner/tenant lease). Thereafter, checks will be mailed to the owner on the first day of the month as payment for that month.

8. Family's Contribution

It is the responsibility of the family to pay its portion of the rent to the owner on time. If the family occupies the unit before the effective date of the HAP Contract, the family is responsible for the full amount of the rent up to the effective date of the HAP contract.



C. Program Information

Getting Started

Once prospective landlords have attended a briefing and received their information packets, he/she must provide the Housing Authority with the following documents (to be copied for file):

- 1) Current driver's license, State ID or current work photo ID;
- 2) Social Security Card;
- 3) Original or certified copy of the executed Warranty Deed or Quit Claim Deed;
- 4) Proof of home mailing address (i.e. most recent utility bill);
- 5) A management agreement, if the owner is using an agent.

Additionally, there are three forms that must be completed and turned in at the time you provide the above listed information. These forms are included in your briefing packet or may be obtained at the front desk of the Housing Authority Administrative Office.

- 1) Owner Information Form;
- 2) Available Property Listing; and
- 3) IRS W-9 Form.

It is recommended that you bring the documents listed above in person to the Housing Authority Administrative Office. Our personnel will make copies of your documents and return the originals to you at that time.

Inspections Process

Homes rented through the Section 8 program are inspected to ensure compliance with HUD Housing Quality Standards (HQS), which protect the health and safety of the tenants. Homes must meet the HQS acceptability criteria for the twelve basic inspection standards to qualify for rental assistance as Section 8 approved properties. The inspection standards involve sanitary facilities, food preparation and storage areas, space and security, thermal environment, illumination and electricity, structure and materials, interior air quality, water supply, lead based paint, access, site neighborhood and sanitary conditions.

The HQS inspection process documents the condition of a unit prior to the family's occupancy. Also, HQS inspections provide a means of responding to complaints about the condition of a unit, and ensure that the unit is maintained in decent, safe and sanitary conditions during the tenant's occupancy.



Moreover, the HQS inspection prevents the expenditure of federal funds on substandard dwellings and increases the availability of suitable housing for lower income families.

Lead-Based Paint Information

Recent legislation now requires sellers and lessors of real estate to disclose known information concerning lead-based paint and/or lead-based paint hazards for pre-1978 dwellings. Information must be included in the sales contract or lease (or as an attachment/addendum). NOTE: This disclosure does not require that owners conduct a paint inspection or risk assessment. It requires only that known information be disclosed and any report(s) be made available.

This information must be provided to new tenants before they become obligated under the lease. It must also be provided upon renewal of an existing lease (unless information has been previously disclosed and no new information has come into the possession of the landlord).

Landlords must also provide prospective tenants with a copy of an EPA pamphlet titled "Protect Your Family from Lead in your Home". To assist Section 8 landlords, the Housing Authority has placed copies of the EPA pamphlet and the disclosure statement in all tenant briefing packets.

Security Deposit

The owner may collect a security deposit that is equivalent to private market practice. The lease will document the security deposit amount collected. The family is responsible for paying security deposits.

Annual Recertification

The family's income must be recertified once a year to determine eligibility and recalculate the family's share of rent. Continued assistance is dependent upon continued eligibility. Following the annual recertification, the Housing Authority will notify the owner and family of any changes in status or rent payment amounts.

HAP Contract Rent Increases

Each year the Housing Authority will send a letter to the owner prior to the termination of the HAP Contract, providing the owner an opportunity to renew the contract and adjust the rent. If the owner does not respond in writing by the stated deadline, the contract will be renewed at the old rate. Retroactive adjustments are not



allowed. Rent Reasonableness tests ensure rent is both consistent with similar units in the area and comparable units in the same complex. By accepting monthly Section 8 payments, owners certify that rent for a unit does not exceed rent charged by the owner for comparable unassisted units in the premises.

Notification of Interim Changes in Income

During the contract year there may be adjustments in the family's portion of the rent payment due to changes in income. The family must request all changes in writing. Change in the family's portion of the rent will not affect the total contract rent. When interim changes occur, the Housing Authority will send a notice to the owner and family that state the changes in the families and Housing Authority's portion of the rent payment, and the date the change will be effective.

Annual Inspections

Prior to renewing a HAP contract on a unit in the Section 8 Program, the Housing Authority must conduct an annual inspection. The purpose of the inspection is to ensure continued compliance with Housing Quality Standards.

If repairs are needed, the owner is advised in writing and given 25 calendar days to complete repairs and to call the Housing Authority to schedule a re-inspection. If repairs are not completed by the deadline, the Housing Authority will stop payments to the owner. If compliance is not reached, the contract will be terminated.

The owner is responsible for correcting any HQS violations; however, if they are caused by the family (damages beyond ordinary wear and tear; failure by family to pay for family utilities, failure to provide/maintain tenant required appliances), the family can be terminated from the Section 8 program.

Termination of contracts

- 1) During the first term of the Lease - The lease states specific grounds for terminating tenancy during the first term.
- 2) After the first term of the Lease - The family may terminate upon a written notice with a copy to the Housing Authority.
- 3) The owner may terminate tenancy without cause at the end of each lease term. If owner termination does not coincide with the end of any term, the owner must terminate with cause (including a written reason for termination). A copy of all owner notices must be sent to the Housing Authority.
- 4) Relation of Lease to HAP Contract - If the HAP Contract terminates for any reason, the lease also terminates automatically.



Damage Claim & Vacancy Loss

- 1) Security Deposit - If the security deposit is insufficient to cover unpaid rent, damages or other amounts the tenant owes under lease, the owner may collect balance from the tenant. The owner may not claim reimbursement from the Housing Authority.
- 2) Vacancy Loss - The owner may retain the Housing Assistance payment for the month in which the family moves with no additional payment after this month.

Abatement

The family is not liable for the Housing Authority's portion of rent whenever the rent is abated for owner HQS violations (stopped with no retroactivity). The family cannot be evicted by the owner for this reason.

Tenant Information to Owners

The Housing Authority (when requested by a prospective owner) will release specific family information to assist in the family screening process. A form is available from the prospective family or the Housing Authority.

Family Absence from Unit

Family may be absent from its dwelling for up to twenty days without Housing Authority approval. Longer absences must be approved by the Housing Authority. Absences will be permitted for unusual circumstances on a case-by-case basis. Requests must be made in writing.

Family's Ability to Transfer

Family moves (including moves to another jurisdiction) will be limited to one per year. Exceptions may be granted on a case-by-case basis. Exceptions to this policy must be requested in writing to the Housing Authority.

National Portability

Housing Choice Voucher holders may move to any jurisdiction throughout the United States administering a Housing Choice Voucher program. The Housing Authority cannot issue a family a new voucher for a portable move if the family has moved out of the family's unit in violation of the lease.



\$0 Housing Assistance Payment

When Housing Authority portion of rent is reduced to \$0, the family will be automatically terminated from the program 180 days after the last housing assistance payment is made to the owner.

Leasing to Relatives

The Housing Authority cannot approve a unit for lease if the property owner is a parent, child, grandparent, grandchild, sister or brother of any member of the leasing family.

Extra Rent Charges

Owners cannot charge extra rent amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized families.

Reasonable Accommodation for Persons with Disabilities

The following is a list of exceptions that can be granted as a reasonable accommodation for family member(s) with disabilities:

- 1) The HA has the authority to extend the term of initial Housing Choice Voucher up to 120 days.
- 2) A written request with justification for the extension must be submitted to the Housing Authority before expiration of the Housing Choice Voucher.
- 3) Owner may be a family member and enter into a lease/contract.
- 4) Proof of disability must be verified.

Owner Responsibilities

Owners who participate in the Section 8 rental assistance program have the following responsibilities:

- 1) Comply with the terms and conditions of the Housing Assistance Payment Contract and the Lease.
- 2) Maintain Housing Quality Standards, making repairs in a timely manner.
- 3) Collect the family's portion of the rent as indicated in the Contract, and not request or accept any additional rent monies from the family.
- 4) Pay for the utilities and services that are indicated in the contract as being owner responsibility.



- 5) Do not reside in the assisted unit. Do not receive correspondence and checks at the assisted unit.
- 6) Comply with federal, state and local equal opportunity requirements.
- 7) Advise the Housing Authority of address changes for correspondence and checks. The written request must include the owner's name, Social Security number or Tax I.D. number and owner's signature.

- 8) Advise the Housing Authority in writing when there is a change in ownership to units in the Section 8 Program.

Family Responsibilities

Families who participate in the Section 8 rental assistance program have the following responsibilities:

- 1) Comply with Family Obligations of the Housing Choice Voucher and the terms and conditions of the Lease.
- 2) Promptly report all changes in family size and household income in writing to the Housing Authority.
- 3) Notify the owner of any change in family size.
- 4) Pay the family portion of the rent to the owner on time.
- 5) Make the unit under lease the family's principal place of residence.
- 6) Must not sublet any portion of the unit.
- 7) Must not have any ownership or financial interest in the unit.
- 8) Allow the Housing Authority to inspect the unit at reasonable times with reasonable notice.
- 9) Provide the owner and Housing Authority a 30 day notice in writing prior to vacating the unit.

Family Hearing Rights

A family participating in the Section 8 Housing Choice Voucher program can request an informal hearing if it believes that an error was made in determining eligibility or calculating the family's share of rent. Requests must be made to the Housing Authority in writing.