



Housing Authority of the City of Shreveport

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HOUSING CHOICE VOUCHER BRIEFING PACKET

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Brochures/Forms Attached:

Voucher (form HUD-52646)

Utility Allowance Schedules (7/1/2015)

Request for Tenancy Approval (form HUD-52517)

Tenancy Addendum (form HUD-52641-A)

A Good Place to Live! (HUD Brochure)

Protect Your Family from Lead in Your Home (HUD Brochure)

Are You a Victim of Housing Discrimination? (HUD Brochure)

Debts Owed to Public Housing Agencies and Terminations (Form HUD-52675)

What You Should Know About EIV

HOW THE PROGRAM WORKS

The Housing Choice Voucher (HCV) Program places the choice of housing in the hands of the individual family. A very low-income family selected by the Public Housing Agency (PHA) to participate is encouraged to consider several housing choices to secure the best housing for the family needs. A housing voucher holder is advised of the unit size for which it is eligible based on family size.

The housing unit selected by the family must meet an acceptable level of health and safety before the PHA can approve the unit. When the voucher holder finds a unit that it wishes to occupy and reaches an agreement with the landlord over the lease terms, the PHA must inspect the dwelling and determine that the rent requested is reasonable.

The PHA determines a payment standard that is the amount generally needed to rent a moderately-priced dwelling unit in the local housing market and that is used to calculate the amount of housing assistance a family will receive. However the payment standard does not limit and does not affect the amount of rent a landlord may charge or the family may pay. A family which receives a housing voucher can select a unit with a rent that is below or above the payment standard. The housing voucher family must pay 30% of its monthly adjusted gross income for rent and utilities, and if the unit rent is greater than the payment standard the family is required to pay the additional amount. **By law, whenever a family moves to a new unit where the rent exceeds the payment standard, the family may not pay more than 40 percent of its adjusted monthly income for rent.** Under the HCV Program, the family is responsible for the total cost of utilities (in accordance with the lease agreement), rent deposit, and service connection fees.

Eligible families must select a unit that meets the Housing Quality Standards (HQS) and the “reasonable” rent guidelines. If the PHA approves the selection, the PHA enters into a Housing Assistance Payments (HAP) Contract with the owner to make rent subsidy payments on behalf of the family. The PHA has the right to reject a lease if the property does not meet HQS or the rent is considered unreasonable.

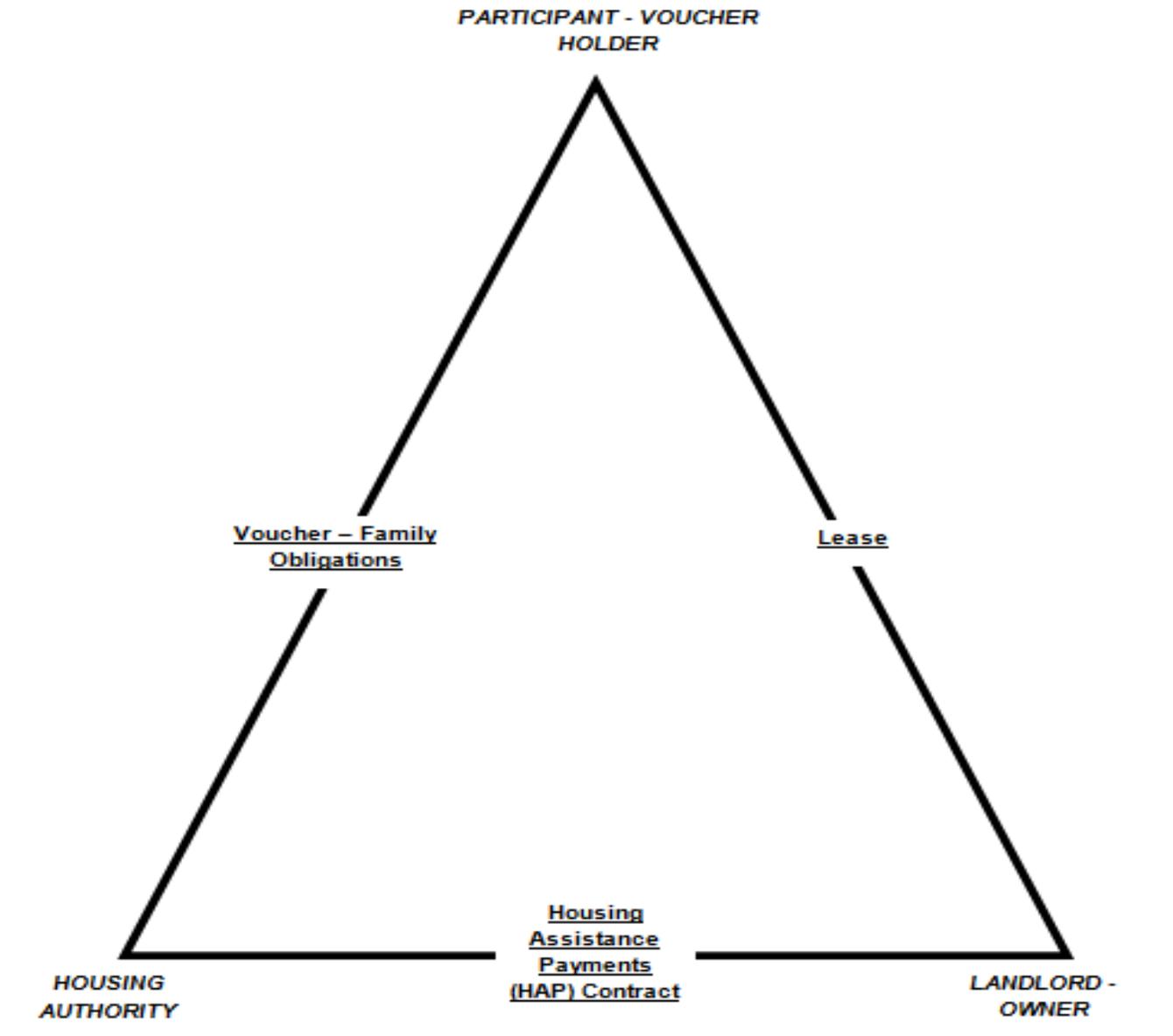
ROLES IN THE HCV PROGRAM

U. S. Department of Housing and Urban Development’s (HUD) Role: To cover the cost of the program, HUD provides funds to allow PHAs to make housing assistance payments on behalf of the families. HUD also pays the PHA a fee for the costs of administering the program. When additional funds become available to assist new families, HUD invites PHAs to submit applications for funds for additional housing vouchers. Applications are then reviewed and funds awarded to the selected PHAs on a competitive basis. HUD monitors PHA administration of the program to ensure program rules are properly followed.

Housing Authority’s Obligations: The PHA administers the voucher program locally. The PHA provides a family with the housing assistance that enables the family to seek out suitable housing and the PHA enters into a contract with the landlord to provide housing assistance payments on behalf of the family. If the landlord fails to meet the owner’s obligations under the lease, the PHA has the right to terminate assistance payments. The PHA must reexamine the family’s income and composition at least annually and must inspect each unit at least annually to ensure that it meets minimum housing quality standards.

Landlord's Obligations: The role of the landlord in the voucher program is to provide decent, safe, and sanitary housing to a tenant at a reasonable rent. The dwelling unit must pass the program's housing quality standards and be maintained up to those standards as long as the owner receives housing assistance payments. In addition, the landlord is expected to provide the services agreed to as part of the lease signed with the tenant and the contract signed with the PHA.

Tenant's Obligations: When a family selects a housing unit, and the PHA approves the unit and lease, the family signs a lease with the landlord for at least one year. The tenant may be required to pay a security deposit to the landlord. After the first year the landlord may initiate a new lease or allow the family to remain in the unit on a month-to-month lease. When the family is settled in a new home, the family is expected to comply with the lease and the program requirements, pay its share of rent on time, maintain the unit in good condition and notify the PHA of any changes in income or family composition.



FAMILY RESPONSIBILITIES

- A. When the family's unit is approved and the HAP Contract is executed, the family must follow the rules listed below in order to continue participating in the Housing Choice Voucher Program.
- B. The family must:
- Supply any information that HACS or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
 - Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
 - Supply any information requested by HACS to verify that the family is living in the unit or information related to family absence from the unit.
 - Promptly notify HACS in writing when the family is away from the unit for an extended period of time in accordance with HACS policies (if more than 30 consecutive days).
 - Allow HACS to inspect the unit at reasonable times and after reasonable notice.
 - Notify HACS and the owner in writing before moving out of the unit or terminating the lease.
 - Use the assisted unit for residence by the family. The unit must be the family's only residence.
 - Promptly notify HACS in writing of the birth, adoption, or court-awarded custody of a child.
 - Request HACS written approval to add any other family member as an occupant of the unit.
 - Promptly notify HACS in writing if any family member no longer lives in the unit.
 - Give HACS a copy of any owner eviction notice.
 - Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- C. Any information the family supplies must be true and complete.
- D. The family (including each family member) must not:
- Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
 - Commit any serious or repeated violation of the lease.
 - Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
 - Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
 - Sublease or let the unit or assign the lease or transfer the unit.
 - Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
 - Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
 - Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless HACS 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.
 - Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

GROUNDINGS FOR TERMINATION OF ASSISTANCE

HACS may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

- If the family violates any family obligations under the program (see § [982.551](#)).
- If any member of the family has been evicted from federally assisted housing in the last five years;
- If a PHA has ever terminated assistance under the program for any member of the family.
- If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program (see also § [982.553\(a\)\(1\)](#));
- If the family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- If the family breaches an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA. (The PHA, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a PHA or amounts paid to an owner by a PHA. The PHA may prescribe the terms of the agreement.)
- If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- If the family has engaged in or threatened abusive or violent behavior toward PHA personnel.
- If a welfare-to-work (WTW) family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program.
- If the family has been engaged in criminal activity or alcohol abuse as described in § [982.553](#).

Consideration of circumstances

In determining whether to deny or terminate assistance because of action or failure to act by members of the family:

- The PHA may consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.
- The PHA may impose, as a condition of continued assistance for other family members, a requirement that other family members who participated in or were culpable for the action or failure will not reside in the unit. The PHA may permit the other members of a participant family to continue receiving assistance.
- In determining whether to deny admission or terminate assistance for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the PHA consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully ([42 U.S.C. 13661](#)). For this purpose, the PHA may require the applicant or tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.
- If the family includes a person with disabilities, the PHA decision concerning such action is subject to consideration of reasonable accommodation in accordance with part [8 of this title](#).

Nondiscrimination limitation and protection for victims of domestic violence, dating violence, or stalking.

The PHA's admission and termination actions must be consistent with fair housing and equal opportunity provisions of § 5.105 of this title, and with the requirements of 24 CFR part 5, subpart L, protection for victims of domestic violence, dating violence, or stalking.

LANDLORD RESPONSIBILITIES

The landlord/owner/manager/agent is responsible for:

- Screening and selection based on a family's tenancy history
 - The landlord may consider a family's background regarding factor such as:
 - Payment of rent and utility bills
 - Caring for a unit/premises
 - Respecting the rights of other residents to the peaceful enjoyment of their housing
 - Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others
 - Compliance with other essential conditions of tenancy
- Complying with equal opportunity requirements.
- Complying with the Housing Assistance Payments (HAP) Contract.
- Normal landlord functions during the lease term (e.g., maintenance, rent collection, enforcing and complying with the lease, etc.).
- Payment of owner supplied utilities and services.
- Maintaining the unit in accordance with Housing Quality Standards (HQS).

HACS will give the owner the Voucher-holder's current address and, if known, the name and address of the landlord at the family's current and prior address. HACS will also provide a prospective landlord with any of the following information which is a part of the applicant/participant's file: record of prior eviction from a unit receiving Housing Choice Voucher assistance through HACS; and/or record of family creating excessive damages to a rental unit.

OVERVIEW OF THE HCV PROCESS

The voucher has an expiration date which is sixty (60) calendar days from the date of issuance

- The family may "lease in place" (remain in the unit you already live in) if the unit is:
 - not currently a subsidized unit (Public Housing, Project-Based, etc.)
 - not owned by a relative of any family members
 - an eligible unit
 - Ineligible units include nursing facility, units on grounds of penal institutions, and college dorms
 - able to pass inspection
 - determined to be rent reasonable

- The issuance of a voucher represents a contractual agreement between HACS and the family specifying the rights and responsibilities of each party
- **The issuance of a voucher does NOT constitute admission into the HCV Program which occurs when the HAP Contract is executed between the landlord and HACS**
- If the family makes a written request prior to the expiration of a voucher, HACS **MAY** grant extensions in a thirty (30) days-per extension basis
- HACS will extend, as provided above, the term up to 180 days from the beginning of the initial term if the family needs and requests an extension as a reasonable accommodation to make the program accessible to and usable by a family member with a disability.

The Request for Tenancy Approval (RfTA) will be completed by the owner/landlord when the family locates a suitable unit

- The RfTA may be **denied** if:
 - the owner has been disapproved
 - the rent requested **is more** than the family's affordability
 - the RfTA isn't completed correctly
 - submitted after the expiration date of the voucher
- If the rent requested is more than the family's affordability, then HACS staff will work with the landlord in negotiations to attempt to reduce the rent to an affordable amount for the family
- **Approving the RfTA normally takes five (5) business days from the date received by HACS**
- HACS will **NOT** deduct the number of days required to process the RfTA from the 60 day term of the voucher

Once the RfTA is approved, the Inspector will conduct an inspection of the unit

- Usually the inspection is scheduled within **seven to ten (7-10) calendar days** from the date received in the Inspections Department
 - **the inspection will NOT take place BEFORE:**
 - **proper paperwork (i.e., deed of ownership, paid tax receipts, landlord information, etc.) for the unit has been received by HACS**
 - **the date the unit is ready for inspection (the date put on the RfTA or confirmed by the Inspections Department, whichever is later)**

After the unit passes inspection, the Inspector will conduct a Rent Reasonable study on the unit

- If the amount the landlord is requesting is approved as reasonable, then the lease can be executed
- If the rent amount is determined to be higher than a reasonable amount, then HACS staff will work with the landlord in negotiations to attempt to reduce the rent to the amount determined reasonable
 - if negotiations fail, then the family will be issued another RfTA to continue the search for another unit – if time is still available on the voucher
- **At this point, the family and landlord will be contacted within five to seven (5-7) business days and provided with the family's rent portion and the rental assistance amount.**

Once the steps above has been completed, HACS will request an executed lease agreement

- The lease must include the following information:
 - names of the owner and tenant
 - unit address
 - term of the lease, including initial term and provisions for renewal
 - amount of monthly rent to owner
 - specification of what utilities and appliances the owner must supply and what utilities and appliances the family must supply
- The lease must also include verbatim the HUD-prescribed tenancy addendum

The final step is the landlord and HACS will execute the HAP Contract and rental assistance will be paid within two calendar months from the date of the HAP Contract.

TERM OF THE VOUCHER

The initial term of a voucher is sixty (60) calendar days. If the voucher expires and the family has not submitted a RfTA before the expiration date, the application will be withdrawn. To get back on the waiting list, the family must reapply when the waiting list is opened again.

EXTENSION OR SUSPENSION OF THE VOUCHER

If the family makes a written request prior to the expiration of a voucher, HACS **MAY** grant extensions in a thirty (30) calendar day-per extension basis. A maximum of one hundred and twenty (120) calendar days **may be** provided on a voucher to a family without a disabled family member. A maximum of one hundred and eighty (180) days **will be** provided on a voucher to a family with a disabled family member.

When a RfTA is received, HACS will not deduct the number of days required to process the request from the sixty (60) day term of the voucher.

WHERE THE FAMILY MAY LEASE A UNIT

The family may lease a unit anywhere within Caddo Parish (unless eligible for portability). The family may select the unit they have been residing in prior to participation in the program if the unit is approvable.

HACS may not directly or indirectly reduce a family’s opportunity to select among available units other than exceptions identified in the regulations, such as:

- The housing is ineligible.
- The housing does not meet Housing Quality Standards.
- The rent to owner exceeds reasonable rent

Families may access www.gosection8.com (1.866.466.7328) or www.lahousingsearch.org (1.877.428.8844) for properties that have been listed **(this is a FREE service to you, landlords, and the public)**. The family may also wish to contact local real estate firms to ask about rental properties or search in local newspapers.

The family is NOT required to select a unit from any landlord provided by the HACS. The family may not rent a unit from a relative of any family member, unless the PHA has determined (and 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.

PORTABILITY

Portability is the ability of a family to move from HACS's jurisdiction to a location in another housing agency's jurisdiction. The advantage of the portability provision is to give the family more options without sacrificing their rental assistance.

If neither the head of household or spouse resides in Shreveport at the time of application, they must initially lease a unit in Caddo Parish before they can exercise their right of portability. HACS limits family moves to not more than one in any twelve month period.

If ineligible for portability under the residence guideline above, the family must utilize the voucher in Caddo Parish for the first year. After that time, the family may request portability to any area of the United States that is administering a tenant-based HCV Program. If you choose to move to an area where there is not a housing agency to administer your voucher, then HACS can deny your portability request to that area.

HACS can also deny your request to a higher cost jurisdiction if the receiving housing agency will not absorb your voucher and HACS has insufficient funding to pay for your rent in a higher cost jurisdiction (meaning HACS would have to terminate another family from the program in order to pay for your rent in the higher cost jurisdiction to stay within the budgetary allocation).

If there is more than one housing agency operating a HCV Program in the jurisdiction in which the family wishes to port to, the family selects the receiving housing agency to administer/absorb the family's voucher. HACS will send the necessary documents to the receiving housing agency and notify the family of whom they should contact at the receiving housing agency.

The family's search for housing in the receiving housing agency's jurisdiction is governed by the receiving housing agency's policies. The receiving housing agency issues a housing choice voucher of the size based on its own subsidy standards. The receiving housing agency may have different rules regarding rent portion (based upon the Voucher Payment Standards) and reporting requirements.

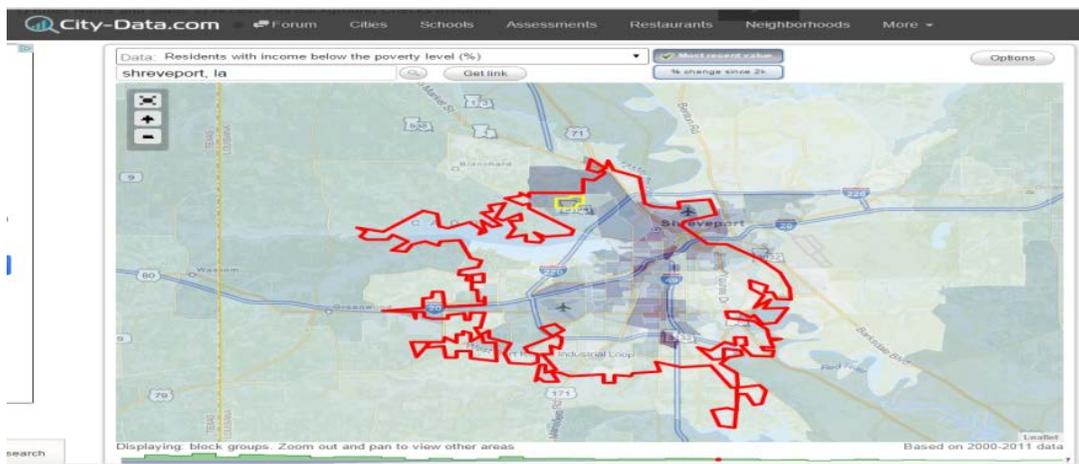
Some PHA's throughout Louisiana – contact the “Incoming Portability Department”:

- **Bossier Parish Section 8 Program**
 - 3022 Old Minden Road, Suite 206, Bossier City, Louisiana 71112
 - Phone: 318.747.7823
- **Minden Housing Authority**
 - 1209 East Street, Minden, Louisiana 71055
 - Phone: 318.377.2707
- **Monroe Housing Authority**
 - 300 Harrison Street, Monroe, Louisiana 71201
 - Phone: 318.388.1500
- **Natchitoches Housing Authority**
 - 525 4th Street, Natchitoches, Louisiana 71457
 - Phone: 318.357.0553

- Alexandria Housing Authority
 - 2558 Loblolly Lane, Alexandria, Louisiana 71306
 - Phone: 318.442.8843
- Lafayette Housing Authority
 - 115 Katie Drive, Lafayette, Louisiana 70501
 - Phone: 337.233.1327
- Lake Charles Housing Authority
 - 800 Billbo Street, Lake Charles, Louisiana 70601
 - Phone: 337.439.4189
- East Baton Rouge Housing Authority
 - 4731 North Boulevard, Baton Rouge, Louisiana 70806
 - Phone: 225.923.8100
- New Orleans Housing Authority
 - 4100 Touro Street, New Orleans, Louisiana 70122
 - Phone: 504.670.3300

If you currently live in a high poverty area, portability enables you to move to a neighborhood that has lower crime rates, better public services, schools and shopping centers.

City-Data.com can provide you with the percentage of poverty levels in each neighborhood. City-Data.com and bestplaces.net are websites that can assist you in comparing the cost of living, schools and crime between cities if you are considering porting to another jurisdiction. If you do not have access to a computer at home, Shreve Memorial Library has eleven (11) branches in the city limits of Shreveport (and another ten (10) rural branches) that offer free use of computers with internet access.



When deciding to relocate to another PHA's jurisdiction the voucher size (bedroom size), rent portion and reporting requirements may change. They will be based upon the policies of the PHA where you decide to move to. It is your responsibility to contact the Receiving PHA (where you wish to move to) to ask any questions you may have regarding their policies/procedures **before** contacting HACS to begin the process of portability. Contact your Housing Case Manager to complete the request for portability.

If you choose to move without HACS's approval, your voucher assistance will be terminated.

SUBSIDY STANDARDS

In issuing the voucher to an eligible family, HACS determine the number of bedrooms to be placed on the voucher for families of different size. These standards are developed for the purpose of determining the voucher size which will best meet the family's need for housing while maximizing the use of the space and minimizing the cost to the government.

In establishing the subsidy standards the Authority will:

- Consider the smallest number of bedrooms needed to house the family without overcrowding
- Assign a subsidy standard that does not require more than two persons to occupy the same bedroom
- Include every member of the family, regardless of age, including a child who is temporarily absent due to placement in foster care
- Consider a single pregnant woman with no other family members as a two-person family
- Consider an approved live-in aide for a qualified family

The living room of a unit may be used as a sleeping room if it meets the HQS standards for a sleeping room. However, the HACS cannot count the living room as a bedroom for purposes of determining applicable payment standards.

UTILITY ALLOWANCES

An amount equal to the estimate established by HACS of the monthly cost of utilities (except telephone) and other housing services for an assisted unit, which are not included in the tenant rent, but is the responsibility of the family occupying the unit.

Utility allowance will be for the size of the voucher – **NOT actual bedroom size of the unit selected** (effective July 2014).

PAYMENT STANDARDS

Payment Standards are assigned based on the bedroom size listed on the voucher.

If the family selects a unit where the gross rent is less than the payment standard, the gross rent becomes the payment standard.

If the family selects a unit with less bedrooms than are listed on the voucher and the unit is not overcrowded, the voucher size is reduced to match the unit size selected by the family and the payment standard is reduced accordingly.

The family **may** rent a larger size unit than that listed on the voucher if the unit is affordable based on the maximum initial rent burden/affordability rule (not paying more than 40% of adjusted monthly income). **The voucher size will not be increased.**

Current and past payment standards:

<u>1BD</u>	<u>2BD</u>	<u>3BD</u>	<u>4BD</u>	<u>Effective Date:</u>
<u>\$710</u>	<u>\$820</u>	<u>\$1,040</u>	<u>\$1,175</u>	<u>10.01.17</u>
\$754	\$878	\$1,113	\$1,238	10.01.16
\$692	\$819	\$1,033	\$1,123	12.11.15
\$677	\$842	\$1,049	\$1,148	04.01.15
\$610	\$758	\$ 945	\$1,034	10.01.14
<u>\$549</u>	<u>\$682</u>	<u>\$ 849</u>	<u>\$ 929</u>	<u>08.01.14</u>
\$669	\$832	\$1,037	\$1,135	10.01.13
\$631	\$785	\$ 978	\$1,070	05.01.13

TOTAL TENANT PAYMENT (TTP)

The Total Tenant Payment (TTP) is the minimum amount you must contribute toward rent and utilities regardless of the unit you select. Your TTP is calculated by a required formula based on your total household income. The formula looks at your income in two ways – monthly-adjusted income and monthly gross income.

Your total household annual income is the beginning point in the formula. Annual income must be converted into your monthly income.

The formula calculates 30% of your total household monthly adjusted income, and
 10% of your total household monthly gross income.

The TTP (the amount you pay) will be the highest of these amounts:

10% of your total household annual income OR

30% of your total household adjusted monthly income OR

Minimum Rent as determined by HACS (currently \$50)

The TTP will include any rent amount above the Payment Standard, but the TTP cannot exceed 40% of the adjusted monthly income for initial program eligibility (and each move to a new unit).

Example of TTP calculation:

Monthly adjusted income = \$600.00

30% of monthly adjusted income = $\$600.00 \times 30\% = \180.00

Monthly gross income = \$640.00

10% of monthly gross income = $\$640.00 \times 10\% = \64.00

Minimum Rent = \$50.00

In this example, the TTP will be \$180.00

MAXIMUM INITIAL RENT BURDEN (AFFORDABILITY)

When a family selects a unit with a gross rent exceeding the payment standard, HACS must determine whether the family's share for that unit would exceed the maximum initial rent burden. The family share may not exceed forty (40) percent of the family's monthly adjusted income when the family initially moves into the unit or signs the first assisted lease for a unit. The maximum initial rent burden applies only when the gross rent for the unit selected exceeds the applicable payment standard.

DETERMINATION OF THE HOUSING ASSISTANCE PAYMENT (HAP)

HACS will pay a monthly Housing Assistance Payment (HAP) on the family's behalf directly to the landlord. This is called HAP. The portion paid by the tenant is called Total Tenant Payment or TTP.

The monthly HAP equals the gross rent, minus the higher of the:

- Total tenant payment; or
- Minimum rent as required by law (currently \$50)

MAXIMUM RENT

The Fair Market Rent (FMR) published annually by HUD determines the maximum rent, including utilities, for units of varying sizes (number of bedrooms).

REQUEST FOR TENANCY APPROVAL (RfTA)

The Request for Tenancy Approval (form HUD-52517) is used to tell HACS where you want to live. Before signing the form, the owner and family should inspect the unit, and both parties should discuss their expectations should a lease and contract be signed. If there is an agreement, the RfTA should be completed and signed by the family and owner (or his/her authorized agent), and submitted to HACS. All questions on the RfTA must be answered. If it is not completed, it may be denied.

The family may not rent a unit from a relative of any family member, unless the PHA has determined (and 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.

RENT REASONABLENESS

HACS must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units. To make this determination, the HACS must consider: location, quality, size, unit type, and the age of the unit; and any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Three comparable studies of unassisted rental units will be used for each rent reasonable determination.

At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined by HACS. By accepting each monthly HAP check from HACS, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner must give HACS information requested by HACS on rents charged by the owner for other units in the premises or elsewhere.

If the unit is not Rent Reasonable, the family and/or HACS may negotiate the rent with the owner. The owner is under no obligation to reduce the rent. If negotiations fail, and there is still time left on the voucher, the family will be issued a new RfTA to locate another unit.

SECURITY DEPOSITS

The owner may collect a security deposit from the tenant family. The owner may use the security deposit to cover unpaid tenant rent owing at the time of move out, damages and/or other costs allowed under State Landlord-Tenant Act.

HACS does NOT pay security deposits. The family is responsible for paying security deposits.

RENTERS INSURANCE

HACS encourages families to seek renters insurance to protect their personal property in case of a fire or theft. The insurance policy of the landlord will **NOT** cover the family's personal property.

HACS does NOT pay renters insurance. The family is responsible for paying renters insurance.

LEASE

The tenant and the owner must enter and execute a written lease for the unit. The lease must be in the standard form the owner uses in the locality for rental to unassisted tenants.

The HAP contract prescribed by HUD contains the owner's certification that, if the owner uses a standard lease form for rental to unassisted tenants, that lease form is used for the assisted unit as well.

The lease must include the following information:

- Names of the owner and tenant;
- Unit address;
- Term of the lease, including initial term and provisions for renewal;
- Amount of monthly rent to owner;
- Specification of what utilities and appliances the owner must supply and what the family must supply.

The lease must also include verbatim the HUD-prescribed tenancy addendum. **The PHA's role in reviewing the lease is limited.** The PHA may review the lease to determine compliance with state and local law and may deny the request for tenancy if it determines noncompliance.

The initial lease term must be for at least one year, except that the PHA may approve a shorter term if that would improve housing opportunities for the tenant and is the prevailing local market practice.

During the initial lease term, the owner may not raise the rent to owner, except when permitted by special rules for subsidized units.

The lease term runs concurrently with the HAP contract term. If the lease terminates, the HAP contract terminates.

In accordance with the Tenancy Addendum and the HAP Contract:

*****Eviction by court action. The owner may only evict the tenant by a court action.*****

The family may not rent a unit from a relative of any family member, unless the PHA has determined (and 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.

TENANCY ADDENDUM

The HUD-required Tenancy Addendum (form HUD-52461-A) will be attached to, and made a part of, the family's lease (as indicated on the voucher and RfTA).

The tenancy addendum sets forth the tenancy requirements for the program and the composition of the household, as approved by the PHA. The tenant has the right to enforce the tenancy addendum against the owner. The terms of the tenancy addendum prevail over any other provisions of the lease.

HAP CONTRACT

The HAP contract (form HUD-52641) is a written agreement between the PHA and the owner of a unit occupied by a housing choice voucher program participant. The HAP contract must be in the form prescribed by HUD. Under the HAP contract, the PHA agrees to make housing assistance payments to the owner on behalf of a specific family leasing a specific unit.

The term of the HAP contract must run concurrently with the term of the lease, including any extensions of the lease term.

The HAP contract and the housing assistance payments made under the HAP contract terminate automatically in each of the following situations:

- Owner or tenant terminates the lease;
- Lease expires;
- PHA terminates the HAP contract;
- PHA terminates assistance for the family;
- Family moves from the unit;
- 180 calendar days after the PHA made the last housing assistance payment to the owner;
- If the family is absent from the unit for longer than the maximum period permitted by the PHA;
- Upon expiration of the annual contributions contract.

The PHA may decide to terminate the HAP contract in each of the following situations:

- Available program funding is not sufficient to support continued assistance for families in the program;
- Unit does not meet HQS size requirements due to change in family composition;
- Family breaks up;
- Unit does not meet HQS; and
- Owner breaches the HAP contract.

PROVIDING FAMILY INFORMATION TO PROSPECTIVE OWNERS

The Authority will facilitate the full exercise of rights conferred on individuals under the Privacy Act of 1974, [5 U.S.C. 552A] and will ensure the protection of privacy as to individuals about whom the office maintains records under its Housing Choice Voucher Program, **except that information which is part of the applicant or tenant's file with regard to current/prior participation in drug-related or violent criminal activity, history of excessive damage to units created by applicant or tenant-family, or eviction from Section 8 assisted units, will be shared with prospective landlords.**

A GOOD PLACE TO LIVE! (HUD BROCHURE)

This brochure provides information on what the inspector will be looking for when the unit is inspected. Deficiencies noted in this brochure are items that commonly fail HQS.

PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME (HUD BROCHURE)

This brochure provides information on how to protect your family, especially children under the age of six (6), from the dangers of Lead Based Paint in housing built prior to 1978.

FAIR HOUSING

HACS is an equal opportunity housing provider. HACS will administer its housing programs in a non-discriminatory manner without regard to race, color, creed, national origin, religion, sex, age, handicap or familial status. HACS will comply with all federal, state and local housing Statutes, Executive Orders and comparable laws, including, but not necessarily limited to:

- Title VI of the Civil Rights Act of 1964, as amended
- Title VII of the Civil Rights Act of 1968, as amended
- Section 504 of the Rehabilitation Act of 1973, as amended
- Fair Housing Amendments Act of 1988
- Title II of the Americans with Disabilities Act
- State and local Fair Housing Laws

HACS will provide federal/state/local information regarding discrimination and recourse in the event of discrimination.

Prospective and participating landlords will be apprised of applicable Fair Housing Laws and the HACS's policy regarding the full range of actions to be taken against landlords involved in discriminatory leasing practices.

ARE YOU A VICTIM OF HOUSING DISCRIMINATION? (HUD BROCHURE)

This brochure provides information on the types of discrimination and the procedures for filing a discrimination complaint.

Please contact any HACS employee if assistance is needed in completing the form.

INFORMAL HEARING

In the event a family or an owner disputes any HACS's action or decision and claims that such action or decisions adversely affect the rights, duties, welfare or status of said family or owner, such family or owner may submit a written request to HACS so that the action or decision may be discussed informally and settled. The request for an informal discussion must be filed in writing within ten (10) business days from the date of the written notification of the HACS's action or decision.

Under the HCV Program policies, HACS is not required to provide a hearing for determinations involving administrative discretion, general policy issues or class grievances, utility allowance schedules, refusal to extend or suspend a voucher term, refusal to approve a new lease, noncompliance with the HQS, or exercising or not exercising any right or remedy against the owner under the HAP Contract.

The HACS will give a family an opportunity for an informal hearing to consider whether the following HACS decisions relating to the individual circumstances of a participant's family are in accordance with the law, HUD regulations and HACS policies:

- A determination of the family's annual or adjusted income, and the use of such income to compute the HAP
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the HACS's utility allowance schedule
- A determination of the family unit size under the HACS's subsidy standards
- A determination to terminate assistance for a participant family because of the family's action or failure to act
- A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the HACS policy and HUD rules.

REPORTING CHANGES IN YOUR HOUSEHOLD

Changes must be reported **in writing within ten (10) days** of the date of the change – applies to changes in:

- income
- household composition
- deductions (child care expenses or medical expenses)

Written approval must be obtained **prior** to adding any other family member to your household – this includes:

- marriage
- move-in relative
- birth
- adoption
- court-awarded custody

REPORTING ON PREVIOUS ASSISTANCE, ELECTRONIC INCOME TRACKING, FRAUD

PHA's are required to submit, electronically via the internet, information on every assisted family.

If you have received assistance at any other PHA, you, and your family members will show up in this database. Reporting through this system gives us access to locate information on your family such as:

- Whether you have been on housing before, if so, when and where
- Social Security/SSI income information
- State wage information
- New hire database
- Coming soon – child support

HUD compares the information that HACS send them to Social Security Administration (SSA) records and Internal Revenue Service (IRS) records. When discrepancies are found, you and/or the PHA (depending on the type of discrepancy) are notified so that the matter can be resolved.

Some types of discrepancies that have been found include:

- Children claimed to be in assisted household reported on an unassisted taxpayer 1040
- Child care claimed for deduction at HACS not claimed on 1040
- SS/SSI for dependent child not reported to HACS
- Persons in household that were not reported to HACS

*****It is very important that you accurately and promptly (in writing within 10 days of the change) report changes in your income and household composition*****

The Office of Inspector General (OIG) investigates and prosecutes, under federal law, all cases of fraud where the amount owed to the PHA is \$2,000.00 or greater. Penalties include:

- Fines up to \$10,000.00
- Imprisonment
- Prohibited from receiving future housing assistance

HACS actively pursues all fraud cases. Repayment of debt owed is required or housing assistance terminates. Criminal Prosecution: If HACS has established criminal intent, and the case meets the criteria for prosecution, HACS will refer the case to the local State or District Attorney.

FAMILY SELF-SUFFICIENCY (FSS) PROGRAM

To promote self-sufficiency among participating families, including the provision of supportive services to these families.

Contact 318.698.3636 or 318.698.3600 for more information.

RESIDENT SERVICES DEPARTMENT

Services to families include:

- Money Management
- Housekeeping
- Stress Management Classes
- Parenting Skills
- Healthy Nutrition
- Youth Programs
- Resident Councils
- Resident Surveys
- Adult Education Classes
- Homeownership Training

Contact 318.698.3636 or 318.698.3600 for more information.

SCHEDULED APPOINTMENTS

Participants are seen by appointment only. If you are scheduled for an appointment and are running late or need to reschedule the appointment, please call 318.698.3600 **before** your appointment time. A second appointment can be scheduled, but if that appointment is missed (without an extenuating circumstance – hospitalization, death, etc.) then you can be terminated from the HCV Program.