

EAST MISSOURI ACTION AGENCY, Inc.

A Community Action Agency

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**ST. FRANCOIS
COUNTY
PUBLIC HOUSING AGENCY**



HOUSING CHOICE VOUCHER PROGRAM

THE LANDLORD HANDBOOK

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HOUSING CHOICE VOUCHER PROGRAM

The U.S. Department of Housing and Urban Development (HUD) determines the rules and regulations for the **Housing Choice Voucher Program**. If you are a rental property landlord or manager, this handbook will assist you in the understanding how the program works.

The success of the program depends on the St. Francois County Public Housing Agency **partnering with families and landlords who have decent, safe, and sanitary rental units**. Many families in your community rely on landlords like you who are willing to participate in the program.

The Housing Agency's goal is to provide excellent service to the families and landlords participating in the Housing Choice Voucher Program. The Housing Agency will make every *effort* to inform you of the program rules and to advise you of how these rules affect you.

If you have any questions contact the Housing Agency in your area.

Landlord's Responsibilities

In order for the program to work, the landlord has the responsibility to:

- **Screen families** who apply to determine if they will be suitable renters. The Housing Agency can supply you with the current and previous address and landlord information.
- Consider a **family's background** regarding factors such as:
 - *Paying rent and utility bills
 - *Care of the rental property
 - *Respecting the rights of others to peaceful enjoyment of their residences
 - *Engaging in **drug-related** or other criminal activities
 - *Compliance with other essential conditions of tenancy
- Comply with terms of the **Housing Assistance Payments (HAP) contract** with the Housing Agency.
- Collect the rent due by the tenant and otherwise **enforce the lease**.
- **Nondiscrimination**

All rental property landlords are subject to federal and local laws that prohibit discrimination in housing because a person has children or because of the person's sex, age, ethnicity, race, color, family status, or disability.

Violations of fair housing and nondiscrimination laws will result in denial or termination of participation in the Housing Choice Voucher Program and could result in civil penalties.

It is in your best interest as a landlord to utilize the same methods of screening and selection for all renters and to keep complete documentation. At your request, the Housing Agency will furnish you with additional information pertaining to fair housing requirements.

- Comply with fair housing laws and discriminate against no one.
- Review the lease agreement with the family carefully.
- Maintain the housing unit by making necessary repairs in a timely manner.
- ***Reasonable Modifications for Disabilities.***

A landlord cannot discriminate against a ***disabled family*** and should be aware of his or her obligations to make ***reasonable modifications*** to a rental unit for a disabled family at the family's expense. Such modifications are required in the private rental market by the Fair Housing Act.

Notify the Housing Agency if you have, or know of a landlord who has, units accessible to persons with disabilities.

***Maintenance of the Unit**

The landlord is responsible for maintenance and upkeep of the unit unless the lease specifies otherwise. Repairs for which the landlord is responsible should be made in a timely manner.

***Vacant Unit**

If a family moves in violation of their lease, the landlord must notify the Housing Agency immediately.

***Additional Payments**

The Housing Agency determines the amount a family pays for rent. The Housing Agency must approve any additional payments for rent, utilities, or other charges.

Housing Agency's Responsibilities:

In order for the program to work, the Housing Agency must do the following:

- **Review all applications to determine whether an applicant is eligible for the program**
- **Explain all the rules of the program to families who qualify.**
- **Issue a voucher.**
- **Approve the unit, the landlord, and the tenancy.**
- **Making Housing Assistance Payments to the landlord in a timely manner.**
- **Ensure that both the family and the unit continue to qualify under the program.**
- **Ensure that landlords and families comply with the program rules.**
- **Provide families and landlords with prompt, professional service.**

Family's Responsibilities

In order for the program to work, the family must do the following:

- **Provide the Housing Agency with complete and accurate information.**
- **Cooperate in attending all appointments scheduled by the Housing Agency**
- **Make their best effort to find a place to live that is suitable for them and qualifies for the program.**
- **Take responsibility for the care of their housing unit.**
- **Pay their portion of rent on time and otherwise in accordance with the terms of the**

lease.

- **Comply with the terms of their lease with the landlord.**
- **Comply with the family obligations of the Housing Choice Voucher Program.**

- **Utilities**

If the family is required to provide any utilities, (such as electricity, gas, or water) they must keep them in service. If the family fails to do so, the unit will not meet Housing Quality Standards. In that case, the family will be given a notice to get the utilities back into service within 5 days. Failure to do so will result in termination of assistance.

- **Damages**

The family is responsible for repairing any damages to the unit or premises beyond normal wear and tear, even if a guest causes them. If the family does not fulfill its obligations for the repair of damages, as stated in the lease, their assistance may be terminated.

- **Required Information**

The family must supply any information that the Housing Agency or HUD determines is necessary for the administration of the program or for certifying or re-certifying a family. This includes evidence of citizenship or eligible immigration status. It also includes information about family income, household composition and criminal background check for all members of the household.

- **Social Security Numbers**

The family must provide social security cards on all members of the household and must sign and submit consent forms allowing the Housing Agency to obtain information.

- **Truthfulness**

Any information provided by the family must be true and complete.

- **UPCS-V Violations**

The family is responsible for correcting any UPCS-V violations caused by a member of their household members or any of their guests.

- **Unit Inspections**

The family must allow the Housing Agency to inspect the unit at reasonable times and after reasonable notice.

- **Lease Violations**

The family may not commit to any serious or repeated violation of the lease.

- **Moving**

The family must notify the landlord and the Housing Agency in writing before moving out of the unit or terminating the lease.

- **Eviction**

The family must promptly give the Housing Agency a copy of any eviction notice it receives from the landlord.

- **Housing Use**

The family must not use the assisted unit primarily as a residence, and the unit must be the family's only residence.

- **Family Composition**

The Housing Agency must approve all members of the family. The family must promptly inform the Housing Agency of the birth, adoption, or court-awarded custody of a child and it must request Housing Agency approval to add any other family member as an occupant of the unit.

- **Other Household Occupants**

A foster child or **live-in aide** may reside in the unit if the family obtains the approval of the Housing Agency.

- **Reduction in Family Size**

The family must promptly notify the Housing Agency if a family member no longer resides in the unit.

- **Profit-Making Activities**

Family members may engage in legal profit-making activities in the unit, but only if such activities are incidental to the primary use of the unit as a family's residence. The lease may contain additional restrictions.

- **Subleasing**

The family **may not** sublease or sublet the unit.

- **Absences**

The family must supply any information or certification requested by the Housing Agency for the purpose of verifying that the family is actually living in the unit. It must also promptly notify

the Housing Agency in writing when it intends to be away from the unit for any extended period.

- **Ownership**

The family **may not** own or have any interest in the unit (other than in a cooperative, or owner of a manufactured home leasing a manufactured home space).

- **Corruption**

The family member of the family **may not** commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

- **Crime**

The members of the family **may not** engage in drug related or violent criminal activity.

- **Other Housing Assistance**

The members of the family may not receive Housing Choice Voucher Program assistance while receiving another housing subsidy for the same unit or a different unit under any other federal, state, or local housing assistance program.

- **Alcohol or Substance Abuse**

The members of the family may not engage in the illegal use of a controlled substance and may not abuse alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

Family Approved for the Housing Choice Voucher Program

To be eligible for the Housing Choice Voucher Program, a family must:

- Be income eligible
- Have no drug related/criminal activity that would affect eligibility
- Submit all documentation requested by the Housing Agency.

When a family is determined to be eligible for the program and funding is available, the Housing Agency issues a **Housing Choice Voucher**. The family receives the Voucher at the tenant briefing. The family begins looking for a unit.

Tenant Approved by Landlord

The **landlord must approve** the family as a suitable renter, even though a family is determined by the Housing Agency to be eligible for the program.

The Housing Agency **does not screen** families for the suitability as renters. That is the landlord's responsibility.

Landlords must apply the same standards of tenant selection to any family that applies. Whether the family is a prospective Housing Choice Voucher Program renter or not, tenant selection must not be based upon race, color, age, religion, sex, familial status, disability, or any other discriminatory factors.

- **Review the Voucher**

Check the expiration date to determine whether the Voucher is still valid. Vouchers expire 60 days after issuance unless the Housing Authority has extended them. Check the unit bedroom size for which the family has been approved. It will be stated on the Voucher.

- **Screen the Family**

Evaluate a prospective renter who contacts you as you would any other renter. Make sure that your tenant selection standards are based on objective, business-related considerations, such as previous history of nonpayment, damage to property, or disturbance of neighbor.

The Housing Agency knows that the landlord has approved the family when the **Request for Tenancy Approval** form is complete by the landlord and submitted to the Housing Agency.

Leasing Process

HUD requires any lease signed by a Housing Choice Voucher Program tenant must include the HUD **Tenancy Addendum**, and the Housing Agency must **approve** the tenancy **before** the lease is signed.

You must submit a copy of your **lease** to the Housing Agency along with the **Request for Tenancy Approval** form. The Housing Agency may review the lease to make sure it does not contain any provision that conflicts with program rules or state law. The lease must comply with state and local law.

The lease must specify all of the following:

- Name of the Landlord

- Name of the Tenant
- Unit Address
- Term of the Lease
- Amount of the monthly *rent to landlord*
- Utilities and appliances to be supplied by the landlord
- Utilities and appliances to be supplied by the tenant
- Amount of the security deposit
- Renewal terms

Tenancy and Unit Approved by the Housing Agency

Once the Housing Agency receives the Request for Tenancy Approval from the landlord, the Housing Agency will review and determine if the tenant qualifies for the unit. The Housing Agency will then schedule a Uniform Physical Conditions Standards-Voucher (UPCS-V) inspection with the landlord. The landlord or representative should be present during the UPCS-V inspection.

If the family chooses a unit with a gross rent greater than the payment standard and their share exceeds 40% (percent) of their monthly-adjusted income, the Housing Agency is not permitted to approve tenancy.

When the unit passes the inspection and the rent is reasonable, the Housing Agency will prepare the necessary paperwork, and the tenancy assistance will begin. If the tenant assistance begins in the middle of the month, the Housing Agency will pro-rate the first month's HAP.

Rent Reasonableness

At the time of the inspection, the inspector will also evaluate the rent reasonableness of the housing unit. The proposed rent will be compared to the rent for other units on the market of similar size, features, amenities, and location.

In the Voucher Program, rents must be reasonable and comparable to those charged for similar unassisted units. The Housing Agency bases the determination of reasonableness and comparability on the unit inspection report and rental market information.

Inspection Process

After a family member finds a suitable housing unit and the landlord approves the family, the Housing Agency needs to determine if the unit qualifies for the Housing Choice Voucher Program. This includes a Uniform Physical Conditions Standards-Voucher (UPCS-V) inspection. If the unit does not pass inspection, a reasonable time will be given to make the required repairs.

The Housing Agency will schedule a UPCS-V inspection with the landlord. The landlord or a representative should be present for this inspection.

PARTICIPATE IN THE INSPECTION

Take advantage of this opportunity to meet the inspector and to discuss the various aspects of the inspection. It will help you to learn more about UPCS-V so that you will know how best to prepare for other inspections. Once you go through an inspection, you will have a better idea of what the inspector is looking for.

PREPARE THE UNIT FOR INSPECTION

Review the information below on UPCS-V as you evaluate your rental unit, try to correct and UPCS-V violations before the inspection. At the time of the inspection, the unit should be "move-in" ready. This will prevent delays in the beginning of the family's rental assistance. If the family is already in the unit, it is a good idea to go over the checklist with them to ensure that the unit will meet minimum requirements.

UPCS-V CHECKLIST

The following is a listing of the conditions that must be verified by the housing inspector:

Living Room

- **Is there a living room**
- **Is there at least two electrical outlets; or one electrical outlet and one working light fixture**
- **Is the room free of electrical hazards**
- **Can all windows and doors be locked that are accessible from the outside**
- **Is there at least one window, and are all windows free of signs of deterioration or missing or broken window panes**

- Are the walls, ceilings, and floors in good condition and free of hazardous defects
- Are painted surfaces free of defective paint or adequately treated, if a dwelling unit constructed before 1978, will be occupied by a child under 6, it must be lead safe.

Kitchen

- Is there a kitchen
- Is there at least one electrical outlet and one permanently installed light fixture
- Is the kitchen free of electrical hazards
- Can the windows and doors be locked that are accessible from the outside
- Are all windows free of signs of deterioration or missing or broken window panes
- Are the walls, ceilings, and floors in good condition and free of hazardous defects
- Is there a working refrigerator
- Is there a working kitchen sink with hot and cold running water
- Is there space to store, prepare and serve food
- Are painted surfaces free of defective paint, if a dwelling unit constructed before 1978 will be occupied by a child under 6, it must be lead safe
- Is there a working oven and stove (range)

Bathroom

- Is there a bathroom
- Is there at least one permanently installed fixture
- Is the bathroom free of electrical hazards
- Can all windows and doors be locked that are accessible from the outside
- Are all windows free of signs of deterioration or missing or broken window panes
- Are the walls, ceilings and floors in good condition and free of hazardous defects
- Is there a working toilet in the unit for the exclusive private use of the tenant
- Is there a working tub or shower with hot and cold running water in the unit
- Are painted surfaces free of defective paint, if a dwelling unit constructed before 1978

will be occupied by a child under 6, it must be lead free

- Is there a window that can be opened or a working vent system

Other Rooms Used for Living

- If the room is used as a bedroom, are there at least two electrical outlets; or one electrical outlet and one permanently installed light fixture
- Is the room free of electrical hazards
- Can all windows and doors be locked that are accessible from the outside
- If the room is used as a bedroom, is there at least one window
- Are all windows free from deterioration or missing or broken window panes
- Are walls, ceilings, and floors in good condition and free of hazardous defects
- Are painted surfaces free of defective paint, if a dwelling unit constructed before 1978 will be occupied by a child under 6, it must be lead safe
- In units occupied by the hearing impaired, is there an appropriate flashing alarm system connected to the smoke detector

All Secondary Rooms (Not used for living)

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

Building Exterior

- Is the foundation sound and free of hazards
- Are all exterior stairs, rails, and porches sound and free of hazards
- Are the roof, gutters, and downspouts sound and free of hazards
- Is the chimney sound and free of hazards
- Are painted surface free of defective paint, if a dwelling constructed before 1978 will be occupied by a child under 6, it must be lead safe
- If the unit is a manufactured home, is it properly placed and tied down

Heating and Plumbing

- Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living

- Is the unit free of unventilated fuel-burning space heaters and other unsafe heating conditions
- Do the windows allow for adequate ventilation and cooling, or is there a working cooling system
- Is the water heater safely located, equipped, and installed
- Is the unit served by an approved public or private sanitary water supply
- Is the plumbing free of leaks or corrosion that causes serious and persistent levels of rust or contamination in the drinking water
- Is the plumbing connected to an approved public or private disposal system, and is it free of sewer backup

General Health and Safety

- Is there at least one smoke detector and carbon monoxide detector (if required) on each level
- Can the unit be entered without having to go through another unit
- Is there an alternative fire exit from the building that is not blocked and that meets local or state regulations as an acceptable exit
- Is the unit free of garbage or debris inside and outside
- Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approved by a local agency
- Are interior stairs and common halls free of hazards (e.g., inadequate lighting, missing or unsecure railings, and loose, broken or missing steps)
- Do all elevators have a current inspection certificate, are all elevators working and safe
- Are the site and immediate neighborhood free of conditions that would seriously and continuously endanger the health or safety of the residents
- Is the interior free of mold and mildew

Other Requirements

- Are tenants-supplied utilities separately metered

Most Common Fail Conditions

- Nonfunctional or missing smoke detectors and/or carbon monoxide detectors

- **Missing or cracked electrical outlet cover plates**
- **No railings where required**
- **Peeling exterior and interior paint**
- **Tripping Hazards caused by permanently installed floor coverings (carpets/vinyl)**
- **Inoperable stove burners or range hoods**
- **Leaking faucets or plumbing**
- **No temperature/pressure-relief valve on water heater**

Make Repairs Promptly

If the housing unit does not pass initial inspection, you will be notified in writing of any items that failed and given a reasonable time to make repairs. When the repairs are complete, the Housing Agency will re-inspect the unit. The Housing Agency is not responsible for any payments until the unit passes inspection and the family has taken occupancy. If the family moves in before the unit has passed, the family is responsible for the full amount of monthly rent.

*****All inconclusive and fail items must be corrected and approved prior to the execution of the Housing Assistance Payments Contract.***

Contract and Lease Signed

If the unit meets the program requirements and the tenancy can be approved, the Housing Agency will enter into a Housing Assistance Payments (HAP) Contract with the landlord, and the family will enter into a lease with the landlord.

Once the unit is approved, you will enter into a contract with the Housing Agency, and sign a lease agreement with the family.

Security Deposits

*****The landlord may collect a security deposit from the tenant. The security deposit may not be in excess of private market practice, or in excess of amounts charged for unassisted tenants.**

Payments to Landlord

After the HAP Contract and lease are signed, the Housing Agency makes the initial HAP payment and continues to make monthly payments to the landlord as long as the family continues to meet eligibility criteria and the housing unit qualifies under the program. The Housing Agency will make the payments on or about the first of each month and will continue to make payments as long as the following conditions are met:

- The unit meets Housing Quality Standards
- The tenant is eligible for assistance
- The tenant resides in the unit
- The landlord is in compliance with the contract

The family is responsible for paying the difference between the Housing Agency's payment amount and the total rent to landlord for the unit. It is the landlord's responsibility to collect any portion of the rent payable by the family.

HUD-Required Annual Activities

There are two HUD-required annual activities:

- *Re-certification of family income and household composition*
- *Biennial inspection of housing units*

Recertification of Family

The Housing Agency is required to recertify families at least annually. Each family is required to furnish information to the Housing Agency about total family income, allowable deductions from income, and family composition. If a family's income has increased or decreased, the amount of the family's payment to the landlord may change, but the total amount received by the landlord from both the Housing Agency and the family will not be affected.

Changes in Family Composition or Income

When a family has an increase or decrease in family composition or income, the Housing Agency will complete an interim worksheet.

The Housing Agency will provide written notice to the family and landlord of the change in the family's portion of rent.

Biennial Inspection of Units

The Housing Agency must inspect every unit at least once a year. The Housing Agency will provide advance written notice to the landlord and family of the date of the biennial inspection.

- If the unit does not pass the inspection, a reasonable time will be given to make repairs.
- The family is responsible for the repairs of any damage beyond normal wear and tear

Abatement of Payments

According to the HAP Contract the landlord is responsible for ensuring that the unit meets Housing Quality Standards during the entire term of the HAP Contract. At any time it is determined that the unit does not meet UPCS-V Standards, the Housing Agency will notify the landlord in writing and provide reasonable time for repairs. If the repairs are not made within that time, the Housing Agency is required to abate payments. Although the family will still be responsible for its share of the rent if the Housing Agency abates payments, the landlord should monitor the condition of the unit and make repairs promptly.

Rent Increase

After the initial term of the lease, the landlord may increase the rent with a 60-day written notice to the family and the Housing Agency. The proposed increase must be reasonable. Any increase cannot make the rent greater than that charged for a comparable unassisted unit.

Other Charges

If the tenant and landlord agree to any changes in the lease, the changes must be in writing, and the landlord must immediately give the Housing Agency a copy of the charges. The following will require the landlord and tenant to request Housing Agency approval of a new HAP Contract.

- Any changes in lease requirements governing tenant or landlord responsibilities for utilities or appliances.
- Any changes in the term of the lease.
- Any moves from one unit to another (including moves to a different unit within the same building or complex)
- If the Housing Agency approves the new HAP Contract, a new lease will also be required.

Contract Terminations

The HAP Contract is an agreement between the landlord and the Housing Agency. It runs

concurrently with the lease and terminates automatically when the lease terminates.

Termination of Tenancy by Landlord

During the term of the lease, the landlord may terminate tenancy only for:

- Serious or repeated violations of the terms and conditions of the lease including, but not limited to, failure to pay rent or other amounts due under the lease.
- Violations of federal, state, or local law that impose obligations on the tenant in connection with the use or occupancy of the unit or premises.
- Other good causes, such as the following:
 - Failure by the family to accept the offer of a new or revised lease.
 - Family history of disturbance of neighbors, destruction of property, or living and housekeeping habits resulting in damage to the unit premises.
 - The landlord's desire to use the unit for personal or family use or for nonresidential purpose.
 - Business or economic reasons, such as the sale of the property, renovation of the unit, or a desire to lease the unit at a higher rent.

The landlord may not terminate for "good cause" during the initial term of lease unless the cause is something that the family did or failed to do. At the end of the initial term or at the end of any successive definite term, the landlord may terminate the lease without cause.

The landlord may evict a tenant only by instituting a court action. The landlord must give the tenant written notice of the grounds for termination of tenancy at or before the commencement of the eviction action. The notice may be included in or combined with any eviction notice the landlord gives the family. The landlord must also give a copy of the eviction notice to the Housing Agency.

Termination of Tenancy by Family

The family may terminate tenancy in accordance with the lease and Tenancy Addendum. The family must give the landlord and the Housing Agency written notice of termination of tenancy before moving from the unit.

Termination of Housing Assistance by Housing Agency

If the Housing Agency terminates program assistance to a family, the HAP Contract for the family terminates automatically. The Housing Agency will provide the landlord with written notice of termination of assistance. Rental assistance can be terminated if a family fails to fulfill its obligations under the program or if the family seriously or repeatedly violates the lease.

A HAP Contract may also end when a family's income increases to the point that a Housing Agency payment to the landlord is no longer necessary.

Breach of Contract

Any of the following action by the landlord will be considered a breach of the HAP Contract:

- Violating the terms of any HAP Contract
- Failing to fulfill any landlord obligations under the HAP Contract, including UPCS-V
- Committing fraud, bribery, or any other corrupt or criminal act involving a federal housing program.
- Failing to comply with or committing fraud, bribery, or any other corrupt or criminal act in connections with a mortgage insured or a loan made by HUD.
- Engaging in any drug-related criminal activity
- Engaging in any violent criminal activity.

Criminal Activity

The landlord or Housing Agency may terminate a tenant for any illegal activity that threatens the health, safety, or right to peaceful enjoyment by other residents or persons residing in the immediate vicinity of the premises. It also includes any drug-related or violent criminal activity.

Change of Ownership

As a provision of the HAP Contract, the landlord may not assign the contract to a new landlord without the prior written consent of the Housing Agency. Therefore, you must notify the Housing Agency if you put the property on the market for sale one the unit is sold.

Disapproval of Landlord

The Housing Agency may disapprove a landlord if:

- The Housing Agency has been notified by HUD that the landlord has been debarred, suspended or subject to a limited denial or participation.

- The government has instituted an administrative or judicial action against the landlord
- For violation of the Fair Housing Act or other equal opportunity requirements
- The landlord is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless approving the unity would provide reasonable accommodation for a family member with disabilities.
- The landlord has violated obligations under a Housing Choice Voucher Program Housing Assistance Payments Contract.
- The landlord has engaged in drug-related or violent criminal activity.
- The landlord has a history or practice of failing to terminate the leases of the tenants of units assisted under Housing Choice Voucher Program or any HUD program for activity by the tenants, members, or guests that:
 - Threatens the right to peaceful enjoyment of the premises by other residents
 - Threatens the health or safety of other residents or Housing Agency employees
 - Threatens the health, safety, or right to peaceful enjoyment of their premises by residents in the immediate vicinity.
 - Have drug-related or violent criminal activity.
- The landlord has a history or practice of renting units that fail to meet state or local housing codes.
- The landlord has not paid state or local real estate taxes, fines or assessments.

Benefits

Many landlords and property managers have come to appreciate the advantages of receiving guaranteed monthly assistance payments, as well as minimum inspection standards. Keeping your property consistently well-maintained helps ensure both its resale value and its appeal to prospective tenants when a family moves out.

The Housing Choice Voucher Program compliments to choose rental units in neighborhoods that meet their needs. Having flexibility has enabled many families to pursue employment and educational opportunities, reunite with their friends and extended families, live in a better climate, or move out of unsafe neighborhoods. Landlord participation is essential to making these opportunities a reality.

A Final Note

Information and cooperation are two key ingredients to developing a rewarding relationship with the Housing Agency and a family that is leasing your rental unit. With your cooperation, many families are able to find decent, safe and sanitary units to call home.

How to List Your Unit(s) for Rent

You may contact the Housing Agency listed on the front of this handbook to list your available unit(s). The Housing Agency will post the information about your rental unit on the Rental Unit board for families who have been issued a voucher or are interested in moving to a new unit.

Glossary of Housing Choice Voucher Program

Terms and Meanings

Adjusted Income: Annual income less allowable HUD deductions and expenses.

Admission: Admission is the effective date of a resident's lease in a public housing program or the execution date of a resident's HAP Contract in a tenant-based program.

Annual Income: The anticipated total income of an eligible family from all sources for the 12-month period following the date of income.

Applicant: A family that has applied for admission to a housing program but has not yet been admitted to the program.

As-paid States: States where a welfare agency adjusts the shelter and utility component of welfare grant in accordance with actual housing costs.

Child Care Expenses: Amounts paid by a family for the care of minors under age 13 if such care is necessary to enable a family member to be employed, to further his/her education, or to seek employment.

Co-head: An individual in a household who is equally responsible for the lease with the head of the household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent.

Contract Rent: SEE RENT TO LANDLORD

Covered Families: Statutory term for families that are required to participate in a welfare agency economic self-sufficiency program and that may be subject to a welfare benefit sanction for noncompliance with this obligation.

Dependent: A member of a family (excluding the family head, spouse, and any foster child) who is under 18 years of age, a disabled person, or a full-time student.

Disabled Person: SEE PERSON WITH DISABILITIES

Displaced Person: A person who has been displaced by governmental action or whose dwelling

has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief laws.

Drug-Related Criminal Activity: Drug trafficking or the illegal use or possession for personal use of a controlled substance as defined in Section 102 of the Controlled Substance Act.

Drug Trafficking: The illegal manufacture, sale, or distribution of a controlled substance, or the possession of such substance with the intent to manufacture, sell, or distribute it.

Economic Self-Sufficiency Program: Any designed to encourage, assist, train or to provide economic independence of assisted families or provide work for each family including job training, employment counseling, work placement, basic skills training, general education, English proficiency training, Workforce, financial or household management training, apprenticeships and other programs necessary to prepare people to work (such as treatment for drug abuse or mental health treatment).

Elderly Family: A family whose head of household, spouse or sole member is a person who is at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly Person: A person who is at least 62 years of age.

Excess Medical Expenses: Any non-reimbursable medical expenses incurred by an elderly family in excess of 3% of the family's annual income.

Extremely Low-Income Family: A family whose annual income does not exceed 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Fair-Market Rent (FMR): The amount that must be paid in a given area to rent existing, privately owned housing of a modest nature, with suitable amenities, and in decent, safe and sanitary condition. HUD establishes FMRs. They vary by unit size as well as by housing market area and include the cost of all utilities except phone.

Family Rent to Landlord: Rent to landlord mines the housing assistance payment

Family Self-Sufficiency Program (FSS): A program developed by PHA to promote the self-sufficiency of assisted families, including the provision of supportive services.

Family Share: The portion of rent and utilities paid by a family.

Foster Childcare Payment: Payment to eligible household by state, local, or private agencies appointed by the State to administer the care of foster children.

Full-Time Student: A person who is carrying a subject load considered full time for day students under the standards and practices of the educational institution he/she attends, which may include a vocational school offering a diploma or program as well as an institution offering a college diploma.

Gross Rent: Is the sum of the rent to landlord plus any utility allowance. If there are not tenant paid utilities, the rent to landlord equals the gross rent.

Head of Household: The person who assumes legal and financial responsibility for a household and is listed on a housing application as its head.

Housing Assistance Payment (HAP) Contract: A written agreement between a Housing Agency and a housing landlord for the purpose of providing housing assistance payments to the landlord on behalf of an eligible family, a HAP Contract defines the responsibilities of both Housing Agency and the landlord.

Housing Choice Voucher: SEE VOUCHER

Housing Choice Voucher Program: Effective October 1, 1999, the Section 8 Tenant-Based Rental Assistance Program that completes the merger of the Section 8 Certificate and Voucher Programs in a single new Section 8 Voucher Program.

Housing Unit: SAME AS UNIT

HUD: The Department of Housing and Urban Development or its designee.

Imputed Asset: An asset disposed of for less than Fair Market Value during two years proceeding certification or re-certification.

Imputed Income: The HUD passbook rate times the total cash value of assets when assets exceed \$5,000.

Imputed Welfare Income: An amount of Annual Income that is not actually received by a family as a result of a specified welfare benefit reduction but is included in the family's Annual Income and is therefore reflected in the family's rental contribution.

Landlord: Either the legal owner of a property or the owner's designated representative or managing agent.

Lease: A written agreement between a Landlord and an eligible family for the leasing of a housing unit.

Lease Addendum: SEE TENANCY ADDENDUM

Live-in Aide: A person who resides with an elderly or disabled person and who

- A. Is determined to be essential to the care and well-being of the person
- B. Is not obligated for support of the person, and
- C. Would not be living in the unit except to provide necessary supportive services.

The Housing Agency must approve the live-in aide.

Low-Income Family: A family whose Annual Income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Medical Expenses: The total medical expenses that are anticipated during the period for which annual income is computed and are not covered by insurance. (Only elderly families or disabled families qualify)

Minor: A member of a family (excluding the head, spouse, live-in aide, or foster child/adult) who is under 18.

Monthly-Adjusted Income: One-twelfth of annual income after allowances.

Monthly Income: One-twelfth of annual before allowances.

Net Family Assets: The value of equity in savings, checking, IRA, and Keogh accounts, real estate property, stocks, bonds, and other forms of capital investment.

Landlord: Any person or entity (including a principal or other interested party) with the legal right to lease or sublease a unit to a participant.

Landlord Orientation: A meeting with a Housing Agency representative for the purpose of learning the rules and procedures for participation as a landlord in the Housing Choice Voucher Program.

Participant: A family that has been admitted to a Housing Agency program and is currently being assisted in the program.

Payment Standard: The maximum subsidy payment for a family under the Voucher Program. The Housing Agency sets a payment standard between 90% and 110% of the current HUD-published FMR.

Person with Disabilities: A person who has a disability as defined in 42 U.S.C. 423 or 42 U.S.C. 6001. A person who has a physical or mental impairment expected to be of a long indefinite duration and whose ability to live independently is substantially impeded by that impairment but could be improved by more suitable housing conditions. The definition includes persons with AIDS or conditions arising from AIDS but excludes persons whose disability is based solely on drug or alcohol dependence.

Portability: The ability to move with its Section 8 tenant-based assistance from the jurisdiction of one Housing Agency to that of another.

Premises: The building or complex in which a dwelling unit is located, including common areas and grounds.

Public Assistance: Welfare or other payments that are based on need and are made to families or individuals under programs funded separately or jointly by federal, states, or local governments.

Public Housing Agency (Housing Agency): Same as Housing Agency (HA), and state, county, municipality, or other governmental entity or public body that is authorized to engage or assist in the development or operation of housing for low-income families.

Reasonable Modification: The fair housing requirement that allows persons with disabilities to make adjustments to their rental units at their own expense.

Reasonable Rent: A rent to landlord that is not more than either:

- A. The rent charged for comparable units in the private unassisted market or
- B. The rent charged by the landlord for a comparable unassisted unit in the building or on the premises.

Re-Certification: Sometimes called reexamination, the process of securing documentation of total family income used to determine the rent a family will pay for the next 12 months if no interim changes are reported by the family.

Remaining Member of Tenant Family: Person left with assisted housing after other members have left.

Rent Reasonableness: SEE REASONABLE RENT

Rent to Landlord: The monthly rent payable to the landlord under the lease. Rent to landlord included payment for any service, maintenance, and utilities to be provided by the landlord in accordance with the lease.

Resident: SEE TENANT

Security Deposit: A dollar amount that can be collected from a family by a landlord and used for amounts owed under a lease according to state or local law.

Single Person: A person living alone or intending to live alone.

Specified Welfare Benefit Reduction: A reduction of welfare benefits (for a covered family) that may not result in a reduction of a family's rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

Spouse: The marriage partner of a head of household.

Subsidy Standards: Standards established by a Housing Agency to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and composition.

Tenancy Addendum: A HUD-designed addition to a landlord's lease that includes word-for-word all HUD-required languages

Tenancy: The person who executes a lease as lease of a dwelling unit.

Tenant Rate: The amount payable monthly by a family as rent to a Housing Agency in a public housing program or to a landlord in a Housing Choice Voucher Program.

Total Tenant Payment (TTP): The total amount the HUD formula requires a tenant to pay toward rent and utilities.

Uniform Physical Conditions Standards-Voucher (UPCS-V): The HUD minimum quality standards for housing assisted under the Public Housing and Housing Choice Program.

Unit: Residential space for the private use of a family, the family size of a unit is based on the number of bedrooms contained within the unit.

Utility Allowance: The Housing Agency's estimate of the average monthly amount needed to pay for utilities by an energy-conscious household. If all utilities are included in the household's rent, there is no utility allowance. A utility allowance varies by unit size and type utilities.

Utility Reimbursing: The amount if any by which family's allowance for utilities or other housing services exceeds its total tenant payment.

Violent Criminal Activity: Any illegal criminal activity that has one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.