



# **San Antonio Housing Authority**

Housing Choice Voucher Program

## **Landlord Handbook**

Revised May 2015

# Landlord Handbook

## Table of Contents

### Landlord Handbook

Glossary	2
Introduction	4
Overview of the Housing Choice Voucher Program	5
Owner Qualifications	6
<b>Leasing Up with SAHA</b>	
Rent Calculation & Voucher Issuance	9
Request for Tenancy Approval	11
Residential Lease Agreement	19
Tenancy Addendum	20
Housing Assistance Payment Contract	22
<b>Housing Quality Standards Inspection</b>	
Inspections Overview	26
Commonly Failed HQS Items	31
Types of HQS Inspections	32
The Inspection Process	34
Rent Reasonableness	36
Termination	37

# Landlord Handbook

## Glossary

**The San Antonio Housing Authority uses technical and abbreviated terms to describe items and members within the organization and within the HCV Program. This glossary is a guide to those terms.**

### Co-head

An individual in the household who is equally responsible for the lease with the head of household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent. The co-head must have legal capacity to enter into a lease.

### Displaced family

A family in which each member, or whose sole member, is a person displaced by governmental action or a person 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.

### Elderly family

A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are 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.

### Family

Includes, but is not limited to, the following:

- A single person, who may be an elderly person, disabled person, near-elderly person, or any other single person; or
- A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family); or
- An elderly family or a near-elderly family; or
- A disabled family; or
- A displaced family; or
- The remaining member of a tenant family.

### HAP Contract

Housing Assistance Payments Contract

### Head of Household

The adult member of the family who is considered the head for purposes of determining income eligibility and rent including, but not limited to, minors who are emancipated under state law and adult members of the household designated by the family as head, wholly or partly responsible for paying the rent and with the legal capacity to enter into a lease under state/local law.

### Household

Household is a broader term that included additional people who, with SAHA's permission, live in an assisted unit, such as live-in aides, foster children and foster adults.

### Housing Unit

Residential space for the private use of a family.

### HQS

Housing Quality Standards; Units must meet HQS standards throughout the year; HQS Inspections are required before the Housing Assistance Payments Contract is signed and at least annually during the term of the contract.

### HUD

The U.S. Department of Housing and Urban Development; established in 1965, HUD works to create a decent home and suitable living environment for all Americans; it does this by addressing housing needs, improving and developing American communities and enforcing housing laws.

### Interchangeable Terms

For the purposes of this Participant's Handbook, the following terms are used interchangeably throughout its entirety:

- "program participant," "participant," "tenant," "participant family," "family," and "household;"

- “housing unit,” “unit,” and “home;”
- “you,” “landlord,” “property manager” and “owner.”

### Landlord

Any person or entity with the legal right to lease or sublease a unit to a participant in the HCV program; includes a principal or other interested party such as a designated agent of the owner of the unit.

### Near-elderly family

A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

### Other Adult

A family member, other than the head, spouse or co-head, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

### Participant

An eligible low-income individual, family, senior citizen or person with disabilities that has been admitted to the housing assistance program and is currently assisted in the program.

### Person with Disabilities

Federal laws define a person with disabilities as “any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.”

### PHA

Public Housing Agency.

### SAHA

The San Antonio Housing Authority is the public housing authority (PHA) serving the city of San Antonio, TX and Bexar County.

### Spouse

Spouse means the marriage partner of the head of household; the term “spouse” does not apply to friends, roommates or significant others who are not marriage partners; a “marriage partner” includes the

partner in a “common law” marriage as defined as state law. A family may have a spouse or co-head, but not both.

### Total Tenant Payment (TTP)

The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

### Utility allowance

If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

### Utility reimbursement

In the voucher program, the portion of the housing assistance payment which exceeds the amount of rent to owner.

### Voucher

The family’s authorization to search for housing, which specifies the unit size for which the family qualifies and includes both the date of voucher issuance and date of expiration; is evidence that SAHA has determined the family to be eligible for the program and that SAHA expects to have money available to subsidize the family if the family finds an approvable unit.

# Landlord Handbook

## Introduction

Welcome to the Housing Choice Voucher Program!

Your role as a landlord in the Housing Choice Voucher (HCV) program is important to the San Antonio Housing Authority (SAHA) and to the participants of the HCV program. Without the landlords, the HCV program's principal goal to expand affordable housing opportunities to low-income families would not be possible.

The HCV program benefits all parties involved: the landlord, the participant and SAHA. The participant is benefited in that they are able to afford housing in the unit of their choice within Bexar County, while the landlord is benefited by the professional contractual agreement of housing assistance payments. In turn, SAHA is able to improve lives and advance resident independence. The HCV program also impacts the local economy through the \$99 million dollars in direct payment to local property owners and landlords.

This handbook will not only provide the rules and regulations of the HCV program, but it will also provide you with a step-by-step guide to achieving your goals/objectives as a landlord. From HAP contracts to commonly failed Housing Quality Standards (HQS), this handbook will pave the way to your success as an HCV landlord.

Thank you for your participation in the HCV Program!



Brandee Perez  
Director of Assisted Housing Programs

### History of the Housing Choice Voucher Program

**The** Housing and Community Development (HCD) Act of 1974 created the Section 8 certificate program, which shifted the federal housing strategy from locally-owned public housing to privately-owned rental housing.

**The** Certificate program was designated as a tenant-based assistance program rather than a unit-based assistance program, meaning if the family chose to move to another privately-owned rental unit that met program requirements, the assistance would stay with the family.

**The** HCD Act of 1987 authorized a new form of the Certificate program—the Section 8 Voucher Program. The Section 8 Voucher Program was different from the Certificate program in that there was no fair market rent limitation on rent and the family contribution to rent was not set at a limit of 30 percent of adjusted income.

**In** 1998, the Quality Housing and Work Responsibility Act (QHWRA) mandated that the two programs (Certificate program and Voucher Program) be merged together into a single tenant-based assistance program, now known as the Housing Choice Voucher (HCV) program. By 2001, all families receiving tenant-based assistance were converted to the HCV program.

# Housing Choice Voucher Program Overview

SAHA's Housing Choice Voucher Program (HCV) offers the opportunity for low-income families to choose affordable rental housing within Bexar County. The program grants families the ability to obtain housing outside areas of high poverty concentrations, offering families a chance for a better quality of life. The HCV program is unique in that it provides tenant-based assistance rather than project-based assistance, allowing the voucher to move with the tenant.

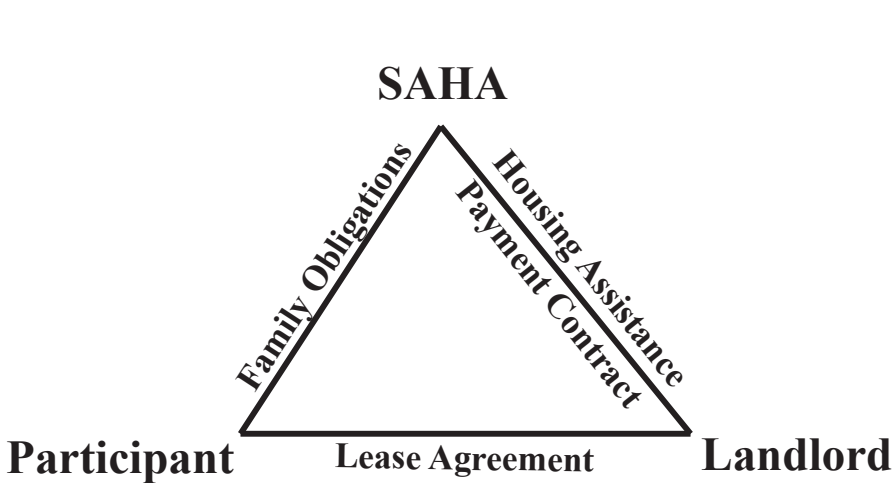
## How the Housing Choice Voucher Program Works

An applicant is placed on the Housing Choice Voucher Program Wait List after applying online at [www.saha.org](http://www.saha.org).

If the applicant is determined eligible, the applicant will receive a voucher, which authorizes the applicant to search for a housing unit and specifies the bedroom size for which the applicant qualifies for.

When the applicant's name reaches the top of the wait list, the applicant is contacted to schedule an appointment with a Housing Assistance Specialist to determine eligibility for the Housing Choice Voucher Program.

# The Three-Way Partnership



## SAHA

- SAHA must verify initial eligibility for applicants and recertify participants annually for continued participation in the program.
- SAHA must conduct unit inspections annually and ensure Housing Assistance Payments (HAP) are processed.
- SAHA must ensure compliance with program policies.



## SAHA Rules and Regulations

HUD determines the rules and regulations of the HCV Program and contracts with SAHA to carry them out. These procedures of operations are included in SAHA's Administrative Plan, a document approved by SAHA's Board of Commissioners. The Admin Plan is available to read on SAHA's website under the Assisted Housing Programs tab within the Housing section of the site, while the general HCV regulations are located in Part 982 of Title 24 in the Code of Federal Regulations (24 CFR 982).

If SAHA approves the inspection and terms of the lease, the applicant will be authorized to move in and SAHA will begin making Housing Assistance Payments to the landlord.

Once the applicant finds a suitable unit, the unit must pass a Housing Quality Standards inspection, and the landlord and applicant must settle on terms of the lease.

The program participant and landlord will stay in the Housing Choice Voucher Program as long as they fulfill their obligations, provide all necessary information to SAHA, and ensure their units are up to Housing Quality Standards.



## Participant

- Participants must comply with all program requirements and family obligations.
- Participants must maintain the condition of the assisted unit in compliance with Housing Quality Standards (HQS).
- Participants must only use the assisted unit as the family's residence.
- Participants must pay rent to landlord.

## Landlord

- Landlord is responsible for screening potential tenants.
- Landlord must comply with all owner obligations under the Housing Assistance Payment Contract and the Residential Lease Agreement.
- Landlord must abide by SAHA's rules and regulations.
- Landlord must enforce rules and regulations of the residential lease agreement, and ensure the unit meets Housing Quality Standards (HQS).

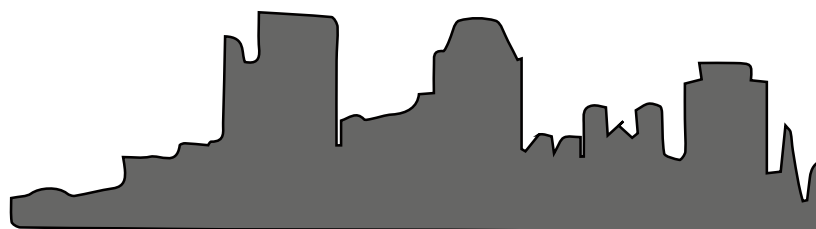
# Housing Choice Voucher Program

## Owner Qualifications

**SAHA does not have to formally approve an owner to participate in the HCV program; however, there are a number of criteria where SAHA may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues. No owner has a right to participate in the HCV program.**

### **Owners are barred from participation in the Housing Choice Voucher Program if:**

- SAHA has been informed that the owner has been debarred, suspended or is subject to a limited denial of participation, or if the owner has violated the Fair Housing Act or other federal equal opportunity requirements, or if such an action is pending.
- SAHA will not approve a Request for Tenancy Approval if the owner is the parent, sibling, child, grandparent, grandchild, uncle, aunt, nephew, niece, half-sibling, or step-family member of any member of the participant's family. SAHA may make an exception as a reasonable accommodation for a family member with a disability.
- SAHA must not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter: any present or former member or officer of SAHA (except a participant commissioner); Any employee of SAHA, or any contractor, subcontractor or agent of SAHA, who formulates policy or who influences decisions with respect to the programs; Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; Any member of the Congress of the United States.
- The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act.
- The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- The owner has engaged in any drug-related criminal activity or any violent criminal activity.
- The owner has a history or pattern of practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program during the preceding 18 months.
- The owner has a history or pattern of practice of serious and/or repeated HQS violations in units leased under the tenant-based programs during the preceding 18 months.





■ The owner has a history of pattern of practice of failing to terminate tenancy of tenants of units assisted under the HCV program or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

- Threatens the right to peaceful enjoyment of the premises by other residents;
- Threatens the health or safety of other residents, of employees of SAHA, or of owner employees or other persons engaged in management of the housing;
- Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
- Engages in drug-related criminal activity or violent criminal activity.

■ The owner has a history or pattern of practice of renting units that fail to meet state or local housing codes.

■ The owner has not paid state or local real estate taxes, fines, or assessment.

**In considering whether to disapprove owners for any of the discretionary reasons listed above, SAHA will consider any mitigating factors. Such factors may include, but are not limited to:**

- The seriousness of the violation in relation to program requirements;
- The impact on the ability of families to lease units under the program; and
- The health and safety of participating families.

**SAHA will only enter into a contractual relationship with the legal owner of a qualified unit or their designated representative. If a party other than the owner will manage the property, the owner must provide:**

- A copy of the most current Texas Association of Realtors or Texas Real Estate Commission management agreement form; or
- A notarized statement specifying the designee(s), signed by the owner.

**No tenancy will be approved without acceptable documentation of legal ownership, including, but not limited to:**

- Recorded deed of trust;
- Final settlement statement signed by buyer, seller, and title company; or
- Proof of taxes for most recent year.



# Leasing Up with SAHA

## Rent Calculation & Voucher Issuance

**Applicants are determined eligible for the Housing Choice Voucher Program based on their annual income. SAHA serves three different types of low-income families: low-income, very low-income, and extremely low-income.**

### Income Limits

The three income limits are determined by family size and the median income of San Antonio-Bexar County area: \$63,400 (FY2015). Low-income families are determined as families whose annual income does not exceed 80% of the median income; very low-income families are determined as families whose annual income does not exceed 50% of the median income; and extremely low-income families are determined as families whose annual income does not exceed 30% of the median income.

**After applicants are determined income-eligible to participate in the Housing Choice Voucher Program, applicants' rent portion, which may not exceed 40% of the household's monthly income, is calculated using their income.**

### Calculating Income

The annual gross income is calculated for every member of the household.

<b>Income included in annual income:</b>	<b>Income not included in annual income:</b>
<ul style="list-style-type: none"> <li>• Employment Earnings</li> <li>• Regular Contributions</li> <li>• Unemployment Benefits</li> <li>• Child Support</li> <li>• Social Security/SSI</li> <li>• TANF</li> <li>• Retirement Benefits</li> <li>• Alimony</li> </ul>	<ul style="list-style-type: none"> <li>• Live-In Aides' Earnings</li> <li>• Foster Children's Earnings</li> <li>• Food Stamps</li> <li>• Employment Income of Children under 18 years</li> </ul>

**After the Housing Assistance Specialist (HAS) calculates the applicant's income, the applicant's maximum rent portion is calculated based on the payment standard that applies to the applicant's required bedroom size.**

## Payment Standards

Payment standards are used to calculate the rent portion that the program participant will pay (Total Tenant Payment) and that SAHA will pay (Housing Assistance Payment). The payment standard reflects the maximum Housing Assistance Payment (HAP) that SAHA can pay based on the Fair Market Rents (FMR) annually established for the area by HUD. Payment standards are specified by bedroom size.

**After applicants are determined eligible for the program based on information stated in the waiting list application, SAHA will issue the family a Housing Choice Voucher Program voucher.**

## Housing Choice Voucher Program Voucher

The voucher is the family's authorization to search for housing, which specifies the unit size for which the family qualifies, and includes both the date of voucher issuance and date of expiration. In addition, the voucher contains a brief description of how the program works and explains the family obligations under the program. The voucher is evidence that SAHA has determined the family to be eligible for the program, and that SAHA expects to have money available to subsidize the family if the family finds an appropriate unit.

Vouchers are active for 60 days and expire on the expiration date. The Request for Tenancy Approval (RTA) Form will not be accepted after the expired date. Voucher extensions may be granted on a case-by-case basis.

## Shopping Estimate

Along with the voucher, the applicant is given a shopping estimate worksheet which lists the following information:

- Family Name
- Bedroom Size
- Maximum Family Contribution
- Maximum Rent Amount

The payment standard and the maximum family contribution does not reflect the proposed rent amount for the unit. The landlord must propose a rent amount that SAHA will later determine affordable and reasonable.

**NOTE:** The applicant may apply for tenancy in a unit that goes above the payment standard or for a unit that is larger than the bedroom size listed on the shopping estimate and voucher as long as the rent does not exceed 40% of the household's monthly income.

## Flat Utility Allowance Schedule

SAHA's HCV Program has implemented a flat utility allowance which is based on bedroom size only. There are no fluctuations between some utilities being provided and all utilities being provided; however, if the unit is an all bills paid unit, the participant's utility allowance will be \$0.

# Leasing Up with SAHA

## Request for Tenancy Approval

**Applicants receive a shopping estimate, which provides a maximum rent amount that the household may afford. Once an applicant finds a suitable unit, the applicant must submit a Request for Tenancy Approval (RTA) to SAHA.**

### Moving Packet (Owner/Landlord)

Request for Tenancy Approval Form (RTA)

Owner Certification Form

Lead-Based Paint Disclosure

W-9 for Owner or Payee

Direct Deposit Form

Tenancy Addendum

Notice of Family Rental History\*

### Supporting Documentation Needed

Management Agreement

Proof of Ownership

Residential Lease Agreement

The applicant will provide the landlord with the Moving Packet, which must be completed by the landlord, and signed by both the landlord and applicant.

\*A Notice of Family Rental History will be sent to the landlord if the applicant for tenancy is an existing participant of the Housing Choice Voucher Program.

In addition, a Management Agreement, Proof of Ownership, and one (1) original and two (2) copies of the Residential Lease Agreement must be submitted with the completed Moving Packet.

**The following section will provide guidance on how to fill out the Moving Packet.**

### Filling Out the Request for Tenancy Approval Form

1. **Name of Public Housing Agency (PHA):** San Antonio Housing Authority (SAHA)
2. **Address of Unit :** If unit is an apartment, include the apartment number.
3. **Requested Beginning Date of Lease**
4. **Number of Bedrooms**
5. **Year Constructed**
6. **Proposed Rent:** Rent amount will be determined reasonable by Inspection Department.
7. **Security Deposit Amount:** The security deposit is the sole responsibility of the participant and will not be paid by SAHA.
8. **Date Unit Available for Inspection**
9. **Type of Housing**
10. **If the unit is subsidized, indicate type of subsidy.**
11. **Utilities and Appliances:** Mark which party pays for utilities and provides appliances by using "O" for owner and "T" for tenant.

**Right, Page 1 of the Request for Tenancy Approval (RTA) Form**

# Request for Tenancy Approval Housing Choice Voucher Program

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
(exp. 09/30/2017)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. The Department of Housing and Urban Development (HUD) is authorized to collect information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the data on the family's selected unit is mandatory. The information is used to determine if the unit is eligible for rental assistance. HUD may disclose this information to Federal, State, and local agencies when relevant civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher assistance.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, apartment number, city, State & zip code)			
----------------------------------------	--	--	-------------------------------------------------------------------------------	--	--	--

3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection
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9. Type of House/Apartment

☐ Single Family Detached ☐ Semi-Detached / Row House ☐ Manufactured Home ☐ Garden / Walkup ☐ Elevator / High-Rise

10. If this unit is subsidized, indicate type of subsidy.

☐ Section 202 ☐ Section 221(d)(3)(BMIR) ☐ Section 236 (Insured or noninsured) ☐ Section 515 Rural Development

☐ Home ☐ Tax Credit

☐ Other (Describe Other Subsidy, Including Any State or Local Subsidy) \_\_\_\_\_

11. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			
Other (specify)			

12. Owner's Certifications.

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. **Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.**

Address and unit number	Date Rented	Rental Amount
1.		
2.		
3.		

b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

c. Check one of the following:

\_\_\_\_ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

\_\_\_\_ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

\_\_\_\_ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. **The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.**

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)



## Filling Out the Request for Tenancy Approval Form (Cont.)

### Owner's Certifications

- 12a. **Owners of projects with more than 4 units must complete the following sections for most recently leased comparable unassisted units within the premises:** HUD requires that owners not charge more for assisted units than for comparable units on the premises (Admin Plan, 8.3.A)
- 12b. **The owner (including a principal or other interested party) is not parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities:** (See Owner Qualification section on Page 7).
- 12c. **Check the following that apply to the unit regarding lead-based paint.**
13. **The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility:** (See Owner's Responsibilities for Request for Tenancy Approval section below).
14. **The owner's lease must include word-for-word all provisions of the HUD tenancy addendum:** (See Tenancy Addendum section on Page).
15. **The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved:** (See Inspections section on Page).

Both the Owner and the Applicant must sign the Request for Tenancy Approval (RTA) Form at the bottom of Page 2.

### Left, Page 2 of the Request for Tenancy Approval (RTA) Form

#### Owner Responsibilities: Request for Tenancy Approval

- The owner is responsible for performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit and deciding if the family is suitable for tenancy of the unit.
- SAHA will not conduct additional screening to determine an applicant family's suitability for tenancy.

# Leasing Up with SAHA

## Request for Tenancy Approval (Cont.)

### Filling Out the Owner Certification Form

The Owner Certification Form lists owner obligations of the Housing Choice Voucher Program. Landlords must fill out the requested information, initial **each** owner obligation, and sign to certify that he or she understands the owner obligations listed and the provisions of the Housing Assistance Payment Contract.

**Right, Owner Certification Form**

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### Filling Out the Lead-Based Paint Disclosure Form

The Lead-Based Paint Disclosure Form is only needed if the property was built before 1978.

**Lead-Based Paint Disclosure, Page 18**

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### Completing a Management Agreement (If Applicable)

SAHA only requires a management agreement if the owner of the unit has hired a management agent to oversee the unit. Acceptable Management Agreements include notarized statements from the owner indicating permission for the management agent to oversee the assisted property. If you are a member of the San Antonio Board of Realtors (SABOR) or a member of the Texas Association of Realtors (TAR), SAHA will accept property management forms from these associations.

### Filling Out W-9 Forms for the Owner and Payee

Landlords must provide one (1) W-9 Form for the owner and one (1) W-9 form for the payee. If the landlord is both the owner and payee, the landlord must still provide **two** (2) W-9 forms. For the Verification of Taxpayer ID Number section, landlords must attach a Social Security Card if using a Social Security Number, or must attach a confirmation letter from the IRS if using a Employer Identification Number.

### Filling Out the Direct Deposit Form

All Housing Assistance Payments (HAP) are paid through direct deposit. For security and privacy reasons, W-9 Forms and Direct Deposit Forms should be hand-delivered, mailed or faxed to 210-477-6786 with the applicant name. The W-9 Form and Direct Deposit Form must be received within two (2) business days from the time the moving packet was submitted by the applicant. A copy of a voided check is required.

**Direct Deposit Form, Page 19**

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### Providing Proof of Ownership

Private landlords must provide verification of permission to be payee. Settlement agreements are accepted with the owner, seller, and title company signatures. Landlords may also print proof of ownership off the Bexar CAD website by searching by address.



818 South Flores Street | San Antonio, Texas 78204 | 210-477-6262 | www.saha.org

## OWNER CERTIFICATION FORM

### OWNER/MANAGER INFORMATION (PLEASE PRINT)

Owner Name: _____	Date: _____
Managing Company: _____	Manager Name: _____
Unit Address, City, State, Zip: _____	
E-mail address for person authorized to sign HAP Contract: _____	

### OWNER OBLIGATIONS

<b>Owner's Initials</b>	<b>1. Ownership of Assisted Unit</b> a. I certify that I am the legal or the legally-designated agent for the above referenced unit, and that the prospective Tenant ("Participant") has no Ownership interest in this dwelling unit whatsoever. b. Unless SAHA had previously approved a Reasonable Accommodation for a family member who is a person with disabilities, I certify I am not related to Participant.
<b>Owner's Initials</b>	<b>2. Proof of Ownership</b> a. I understand that I must provide SAHA with a copy of the Bexar Appraisal District Property Information or a copy of the recorded deed. b. I understand that if I am the managing agent/property manager, I must provide SAHA with a management agreement form. SAHA accepts forms from the Texas Association of Realtors (TAR/TEC) and the San Antonio Board of Realtors (SABOR). Otherwise, I must provide a notarized management agreement form signed by the Owner.
<b>Owner's Initials</b>	<b>3. Approved Residents of the Assisted Unit</b> a. I understand that the family members listed on the lease agreement as approved by SAHA are the only individuals permitted to reside in the assisted unit. b. I understand that I am not permitted to live in the unit while I am receiving Housing Assistance Payments (HAP) on behalf of the assisted family.
<b>Owner's Initials</b>	<b>4. Housing Quality Standards</b> I understand that my obligations under the HAP Contract are aimed to ensure that the unit meets HUD's Housing Quality Standards (HQS) at all times during the term of the Contract.
<b>Owner's Initials</b>	<b>5. Participant Rent Payments</b> I understand that SAHA determines the Participant's portion of the contract rent, and that it is illegal to charge any additional amounts for rent or any other item not specified in the lease that have not been specifically approved by SAHA.
<b>Owner's Initials</b>	<b>6. Reporting Vacancies and Evictions to SAHA</b> a. I understand that if the unit is vacated, I am responsible for notifying SAHA in writing, immediately. b. I understand that if I am awarded an eviction judgment against a Participant, I must provide a copy of the certified court judgment to SAHA within 10 business days.
<b>Owner's Initials</b>	<b>7. Enforcement of the Lease</b> a. I understand that I am responsible for enforcing the provisions in the lease. b. I understand that I may report serious or repeated lease violations to SAHA at any time.
<b>Owner's Initials</b>	<b>8. Administrative and Criminal Actions for Intentional Violations</b> I understand that failure to comply with the terms and responsibilities of the HAP contract is grounds for termination of participation in the assisted housing program. I understand that knowingly supplying false, incomplete, or inaccurate information is punishable under Federal or State Criminal law.

**Warning:** 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document in writing containing false, fictitious or fraudulent statements or entries in any matter within the jurisdiction of a department or an agency of the United States shall be fined not more than \$10,000 or imprisoned for not more than five years or both.

**By signing below, I certify that I have read and understand the provisions of the HAP Contract (HUD-52641) and the Owner obligations listed above.**

\_\_\_\_\_  
Owner/Owner Representative Signature

\_\_\_\_\_  
Date

*Any individual with a disability or other medical need who requires an accommodation should contact the San Antonio Housing Authority at (210) 477-6262. Si usted no puede comprender este documento porque está escrito en inglés, por favor llame al (210) 477-6262 para asistencia.*



818 South Flores Street | San Antonio, Texas 78204 | 210-477-6262 | www.saha.org

## LEAD-BASED PAINT DISCLOSURE

**IMPORTANT: Landlords must complete this form for properties built before 1978.**

### Lead Based Paint Warning Statement

Housing units built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessor's must disclose the presence of known lead-based paint and/or lead hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

### Lessor's Disclosure

*Presence of lead-based paint and/or lead-based paint hazards. (Check 1 or 2)*

1. \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing unit (explain).
2. \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing unit.

*Records and reports available to the Lessor. (Check 1 or 2)*

1. \_\_\_\_\_ Lessor has provided the Lessee with all available records and reports pertaining to lead- based paint and/or lead-based paint hazards in the housing unit. List documents: \_\_\_\_\_
2. \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based and/or lead-based paint hazards in the housing unit.

### Lessee's Acknowledgment

*Receipt of information. (Please initial)*

1. \_\_\_\_\_ Lessee has received copies of all information listed above.
2. \_\_\_\_\_ Lessee has received the pamphlet "Protect Your Family from Lead in Your Home".

*Knowledge of elevated blood levels. (Check 1 or 2)*

1. \_\_\_\_\_ Lessee has no knowledge of elevated blood levels in any of his or her children.
2. \_\_\_\_\_ Lessee has knowledge of elevated blood levels in his or her children.

If #2 is checked, please specify: \_\_\_\_\_

### Agent's Acknowledgment (Please initial)

\_\_\_\_\_ Agent has informed the Lessor of Lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Head of Household	Date	Owner/Owner Representative	Date
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*Any individual with a disability or other medical need who requires an accommodation should contact the San Antonio Housing Authority at (210) 477-6262. Si usted no puede comprender este documento porque está escrito en inglés, por favor llame al (210) 477-6262 para asistencia.*



818 South Flores Street | San Antonio, Texas 78204 | 210-477-6262 | [www.saha.org](http://www.saha.org)

## DIRECT DEPOSIT FORM

### RETURN TO:

ATTN: SECTION8 DIRECT DEPOSIT  
PO BOX 29  
SAN ANTONIO, TEXAS 78291-0029

PHONE: (210) 477-6205  
FAX: (210) 477-6786  
EMAIL: [Landlords@saha.org](mailto:Landlords@saha.org)

Name of Depository Financial Institution (Bank): \_\_\_\_\_

Name on Account: \_\_\_\_\_

Account Number: \_\_\_\_\_

Routing/Transit Number: \_\_\_\_\_

(9 digit number on the bottom of check)

Account Type: ☐ Checking ☐ Savings

SSN/Tax ID Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Rental Property Address: \_\_\_\_\_

Check one: ☐ Apply changes to address listed above only, or  
☐ Apply changes to all units in my account

### AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT

I hereby authorize the San Antonio Housing Authority to make deposits in the account located on my voided check and authorize the Depository Financial Institution (DFI) to accept these deposits. Adjusting entries to correct errors are also authorized. It is agreed that these deposits and adjustments may be made electronically which is consistent with the requirements of Section 205.9(b) of Federal Regulation E under the Rules of the National Automated Clearing House Association (NACHA). This authorization will remain in effect until written notice of termination is given to the San Antonio Housing Authority.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE NOTE: THE DIRECT DEPOSIT MAY TAKE UP TO 60 DAYS TO BE ACTIVATED**  
**PLEASE ATTACH A VOIDED CHECK FOR VERIFICATION PURPOSES**  
**(DEPOSIT SLIPS ARE NOT VALID)**

Any individual with a disability or other medical need who requires an accommodation should contact the San Antonio Housing Authority at (210) 477-6262. **Si usted no comprende este documento porque está escrito en inglés, por favor llame al (210) 477-6262 para asistencia.**

# Leasing Up with SAHA

## Residential Lease Agreement

**Applicants must submit one (1) original and two (2) copies of the Residential Lease Agreement with the Moving packet.**

The residential lease agreement must be completely filled out with the exception of the lease effective date and the contract rent amount. The Request for Tenancy Approval Form has spaces to provide the proposed lease effective date and the proposed contract rent amount. Once the lease effective date and rent amount have been approved, they will be applied to the lease agreement. Leases marked through or with white-out will not be accepted.

### Owner Responsibilities: Residential Lease Agreement

- Provide all housing services as agreed to in the lease.
- Provide the lease to SAHA, including any revisions agreed to by the owner and tenant.
  - By signing the Housing Assistance Payment Contract (HAPC), the owner certifies that the terms of the lease are in accordance with all provisions of the HAPC and the lease includes the Tenancy Addendum.
  - If the dwelling lease is incomplete or incorrect, SAHA will notify the family and the owner of the deficiencies. Missing and corrected lease information will be accepted as hard copies in-person, by mail, or by e-mail. SAHA will not accept this information over the phone.
- Enforce the tenant obligations under the lease.
- Notify SAHA of any changes in the amount of the Rent to Owner at least 60 days before any such changes go into effect.
  - During the initial term of the lease, the owner may not raise the Rent to Owner.
  - All requests for rent increases must be submitted 60 days prior to the anniversary date of the Housing Assistance Payment Contract (HAPC). SAHA will determine whether the requested increase is reasonable within 30-45 calendar days of receiving the request from the owner. Upon making a determination, SAHA will notify the owner, in writing, within 10 business days.
- Provide a copy of any changes in the lease to SAHA in writing.
  - The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- **DO NOT** lease a unit to a family that owns or has an interest in the unit.
- **DO NOT** include in the lease any family member of the owner.
  - The owner of the assisted unit must not be the parent, child, grandparent, grandchild, sister, or brother of any member of the family unless SAHA has determined (and has notified the owner and the family of such determination) that approving a rental of the unit, notwithstanding such relationship, would provide a reasonable accommodation for a family member who is a person with disabilities.
- Provide all utilities not paid by the family under the lease to comply with HQS requirements.



# Leasing Up with SAHA

## Tenancy Addendum

**The Tenancy Addendum lists the responsibilities of each party participating in the Housing Choice Voucher Program.**

The Tenancy Addendum must be attached to the residential lease agreement.

### **Owner Responsibilities: Tenancy Addendum**

- Comply with the Tenancy Addendum at all times.
  - When there is a conflict between the provisions of the Tenancy Addendum and any other provisions of the lease or any other agreement between the owner and the tenant, the language of the Tenancy Addendum shall control.
- **DO NOT** make any changes to the Tenancy Addendum.

**Page 1 of the Tenancy Addendum, Page 21**

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# **TENANCY ADDENDUM**

## **Section 8 Tenant-Based Assistance**

### **Housing Choice Voucher Program (To be attached to Tenant Lease)**

**U.S. Department of Housing and Urban Development**  
Office of Public and Indian Housing  
OMB Approval No. 2577-0169  
Exp. 09/30/2017

#### **1. Section 8 Voucher Program**

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

#### **2. Lease**

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

#### **3. Use of Contract Unit**

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

#### **4. Rent to Owner**

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

#### **5. Family Payment to Owner**

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

#### **6. Other Fees and Charges**

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

#### **7. Maintenance, Utilities, and Other Services**

- a. **Maintenance**
  - (1) The owner must maintain the unit and premises in accordance with the HQS.
  - (2) Maintenance and replacement (including

**Housing Assistance Payments Contract  
(HAP Contract)  
Section 8 Tenant-Based Assistance  
Housing Choice Voucher Program**

**U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing  
OMB Approval 2577-0169 (Exp. 09/30/2017)**

**Privacy Act Statement.** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names and unit address, and owner's name and payment address is mandatory. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the program.

**Instructions for use of HAP Contract**

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

Part A Contract information (fill-ins). See  
section by section instructions. Part B  
Body of contract  
Part C Tenancy addendum

**Use of this form**

Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by HUD.

However, the PHA may choose to add the following:

Language that prohibits the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Such a prohibition must be added to Part A of the HAP contract.

Language that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner). Such language must be added to Part A of the HAP contract.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PHA.

**Use for special housing types**

In addition to use for the basic Section 8 voucher program, this form must also be used for the following "special housing types" which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: "This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type)."

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

**How to fill in Part A**

Section by Section Instructions

**Section 2: Tenant**

Enter full name of tenant.

**Section 3. Contract Unit**

Enter address of unit, including apartment number, if any.

**Section 4. Household Members**

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

**Section 5. Initial Lease Term**

Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

Such shorter term would improve housing  
opportunities for the tenant, **and**

Such shorter term is the prevailing local market  
practice.

**Section 6. Initial Rent to Owner**

Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

**Section 7. Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

**Section 8. Utilities and Appliances.**

The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

# Leasing Up with SAHA

## Housing Assistance Payment Contract

The Housing Assistance Payment Contract (HAPC) asks for information related to the residential lease agreement and describes the responsibilities of all parties related to the HAPC.

Page 1 of the Housing Assistance Payment Contract, Page 22

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### Owner Responsibilities: Housing Assistance Payment Contract

- Comply with all owner obligations under the Housing Assistance Payment Contract (HAPC) and residential lease agreement.
- Prepare and furnish to SAHA the information required under the HAPC.
- Provide any notice to the family in connection with the HAPC in writing.
- **DO NOT** assign the HAPC to a new owner without the prior written consent of SAHA.
  - In order to change the HAP payee under an outstanding HAPC, SAHA must receive a completed and signed Change of Ownership/Payee Packet, which is available on the SAHA website.
- Ensure that the family resides in the contract unit and that the unit is the family's only residence.
- Ensure that no person or entity has or will have a prohibited interest.
  - A prohibited interest includes a person or entity of any of the following classes having any direct/indirect interest in the HAPC or receiving any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter:
    - Any present or former member or officer of SAHA (except a SAHA commissioner who is a participant in the program);
    - Any employee of SAHA, or any contractor, sub-contractor or agent of SAHA, who formulates policy or who influences decisions with respect to the program;
    - Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
    - Any member of the Congress of the United States.
- Immediately disclose prohibited interests to SAHA and HUD, when they occur.
- Collect from the family any such security deposit.
  - SAHA prohibits the owner from collecting security deposits in excess of amounts charged by the owner to unassisted tenants.

- Collect from the family the tenant portion of Rent to Owner.
  - The portion of Rent to Owner is not covered by the HAP.
- Collect from the family any changes for unit damage by the family.
- **DO NOT** charge a contract rent that exceeds rents charged for rental of comparable unassisted units in the premises.
  - The owner must give SAHA any information requested by SAHA on rents charged by the owner for other units in the premises or elsewhere.
- **DO NOT** charge a contract rent that exceeds the reasonable rent for the unit as most recently determined by SAHA.
- **DO NOT** charge or accept any payment for rent in addition to the Rent to Owner.
  - Rent to Owner includes the following to be provided and paid by the owner in accordance with the lease: all housing services, maintenance, utilities and appliances.
  - The cost of meals or supportive services may not be included in Rent to Owner and the value of meals or supportive services may not be included in the calculation of reasonable rent.
  - The lease may not require the tenant or family members to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy under the terms of the lease or eviction.
  - The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises.
- Terminate the family's tenancy in accordance with the lease and HUD requirements only.
- Evict the family by court action only.
  - At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
  - The owner must give SAHA a copy of any owner eviction notice at the same time the owner notified the tenant. Eviction notice means a notice to vacate, a complaint or other initial pleading used to begin an eviction under State or Local law. At the same time means within 3 business days.
- Promptly refund the unused security deposit to the tenant.
  - Give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- **DO NOT** commit fraud, bribery, or corrupt acts in connection with the program.
  - Fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing assistance program by the owner is a breach of the HAPC.
  - In all cases of overpayment of subsidy caused by the owner, the owner must repay SAHA any excess subsidy received.

- Owner program abuse includes, but is not limited to, the following:
  - Charging the family rent above or below the amount specified by SAHA;
  - Charging a security deposit other than that specified in the family's lease;
  - Charging the family for services that are provided to unassisted tenants at no extra charge.
  - Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit;
  - Knowingly accepting incorrect or excess housing assistance payments;
  - Offering bribes or illegal gratuities to SAHA's Board of Commissioners, employees, contractors, or other SAHA representatives;
  - Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to SAHA;
  - Residing in the unit with an assisted family;
  - Subleasing of space in the assisted unit; and
  - Not allowing the participant full and prohibited access and use of areas assisted under the HAPC.
- **DO NOT** engage in any drug-related or violent criminal activity.
- Comply with the Violence Against Women Act (VAWA) when screening for and terminating tenancy.
  - The fact that an applicant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of tenancy if the applicant otherwise qualifies for tenancy.
- **DO NOT** discriminate against any person because of race, color, religion, sex, national origin, familial status, or disability in connection with the lease or HAPC.
- Cooperate with SAHA and HUD in conducting Equal Opportunity Compliance Reviews and Complaint Investigations in connection with the HAPC.

**Once all documents are completed, the owner will be contacted within 7 to 10 business days to schedule an inspection. Once the unit passes a Housing Quality Standards (HQS) Inspection, the contract is finalized and e-mailed to the landlord, and the Housing Assistance Payment (HAP) will be processed when SAHA receives the original signed contract.**

**Landlords are encouraged to provide a valid e-mail address and use Echo Sign to sign the Housing Assistance Payment Contract in order to expedite the processing of the Housing Assistance Payment.**



# Housing Quality Standards Inspections

## Inspections Overview

**The goal of the Housing Choice Voucher Program is to provide decent, safe and sanitary housing at an affordable cost to low-income families. Housing Quality Standards (HQS), set by HUD, helps SAHA accomplish that goal by defining standard housing and establishing the minimum quality criteria necessary for health and safety of program participants.**

All assisted housing units must meet HQS in order to participate in the HCV program. **All units must maintain HQS throughout the term of the contract.** SAHA staff will ensure that current and potential HCV housing units meet the minimum acceptable criteria for each of the 13 key housing quality components addressed in HQS inspections:

### Sanitary Facilities

- The dwelling unit must include sanitary facilities within the unit.
- The sanitary facilities must be usable in privacy and must be in proper operation condition and adequate for personal cleanliness and disposal of human waste.
- Hot water must be available at all times. Owners of units in non-compliance with this requirement will be given five (5) business days to make the necessary repairs.
- All bathrooms must have an openable window or exterior exhaust system. If a bathroom does not have an openable window or exterior exhaust, SAHA may permit a ductless ventilation system that prevents the accumulation of unhealthful odors and sewer gases.
- Sanitary facilities must be located in a separate room, be free of hazards and have the following:
  - A flushable toilet in proper operating condition;
  - A sink with a sink trap, and hot and cold running water;
  - A shower or tub with hot and cold running water;
  - An approved public or private disposal system; and
  - Privacy (a door, no lock is required) with exclusive use for the occupants.

### Food Preparation and Refuse Disposal

- The dwelling unit must have space and equipment suitable for the family to store, prepare and serve food in a sanitary manner.
- The kitchen must contain the following:
  - An oven and stove/range; A microwave may be used as a substitute, and if it is owner-supplied, the tenant must agree and the substitution must be the same for other subsidized and unsubsidized units;
  - A refrigerator of appropriate size for the family (refrigerator/freezer must keep foods from spoiling);
  - A kitchen sink with a p-trap with hot and cold running water;
  - A sink that drains into an approved public or private system;
  - Space for storage, preparation and serving of food; and
  - Sanitary disposal of food waste and refuse. Garbage disposal would be considered an amenity.
- All required equipment must be in proper operating condition.

- Hot plates are not acceptable substitutes for cooking equipment.
- The stove/range must be free of hazardous gas hook-ups, gas leaks or electrical hazards, and all stove/range knobs must be present. All burners must work and the oven must be able to heat.
- Hot water must be available at all times. Owners of units in non-compliance with this requirement will be given five (5) business days to make the necessary repairs.
- Units found with inoperable stoves and/or refrigerators will be given five (5) business days to make the necessary repairs.

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### Space and Security

- The dwelling unit must provide adequate space and security for the family. This includes having at least one bedroom or living/sleeping room for each two persons.
- Bedrooms in basements, attics or converted garages are not allowed unless the owner provides SAHA documentation from a licensed professional such as a licensed general contractor, building official, engineer or city inspector verifying that the room contains no safety hazards.
- The minimum bedroom size is for a 70 square-foot area.
- If window security bars or security screens are present on an emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

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### Thermal Environment

- The unit must have a safe system for heating the dwelling unit.
- Air conditioning is not required but if provided must be in proper operating condition.
- The dwelling unit must not contain unvented room heaters that burn gas, oil or kerosene.
- Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source of heat for units located in climatic areas where permanent heat systems are required.
- The AC and Heater must be working and maintained within the unit at all times.
- Between November 1 & March 31, interior temperature must reach 65 degrees or warmer. If not, a re-inspection by the next business day is required to verify repair.
- Between April 1 & October 31, interior temperature must reach 80 degrees or cooler. If not, a re-inspection by the next business day is required to verify repair. This applies if the unit came with an AC system.

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### Illumination and Electricity

- Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants.
- The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. Minimum standards are set for different types of rooms. Once the minimum standards are met, the number, type and location of electrical sources are a matter of tenant preference.

- Electrical fixtures and wiring must not pose a fire hazard.
- The kitchen area and the bathroom must have a permanent ceiling or wall-mounted fixture in proper operating condition.
- One (1) outlet in proper operating condition is required in the kitchen.
- Two (2) outlets in proper operating condition are required in the living room and sleeping areas.
- Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

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### Structure and Materials

- The dwelling unit must be structurally sound.
- Handrails are required when four or more steps (risers) are present, and protective railings are required when porches, balconies and stoops are thirty inches (30 in.) or more off the ground.
- The elevator servicing the unit must be working (if applicable).
- Manufactured homes must have proper tie-down devices capable of surviving wind loads common to the area.
- Plaster/drywall must be repaired/replaced in sagging, severely cracked, or otherwise damaged areas.
- Window sashes must be in good condition, solid and intact, and replaced when damaged or deteriorated.
- Windows must be weather-stripped as needed to ensure a watertight seal.
- Window screens, if present, must be in good condition.
- Plexi-glass is not acceptable glazing replacement.
- Plaster/drywall must be repaired/replaced in sagging, severely cracked, or otherwise damaged areas.
- All exterior doors must be weather-tight to avoid air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.
- All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be resecured and made level. If boards cannot be leveled, they must be replaced.
- All floors must be in a finished state. Plywood is not acceptable.

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### Interior Air Quality

- The dwelling unit must be free of air pollutant levels that threaten the occupants' health.
- There must be adequate air circulation in the dwelling unit.
- Bathroom areas must have one openable window or other adequate ventilation.
- Any sleeping room must have at least one window. If a window is designed to be opened, it must be in proper working order.

### Water Supply

- The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.
- Plumbing fixtures and pipes must be free of leaks and threats to health and safety.

### Lead-Based Paint

- Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero-bedroom dwellings.
- Owners must disclose known lead-based paint hazards to prospective tenants before the lease is signed.
- Owners must provide all prospective families with "Protect Your Family from Lead in Your Home."
- Owners must stabilize deteriorated painted surfaces and conduct hazard reduction activities when identified by SAHA. Owners must notify tenants each time such an activity is performed, and must conduct all work in accordance with HUD safety practices.
- As part of ongoing maintenance, owners must ask each family to report deteriorated paint.
- For units occupied by children under six years of age, a risk assessment must be conducted (paid for by SAHA). If lead hazards are identified, the owner must complete hazard reduction activities.

### Access

- The use and maintenance of the unit must be possible without unauthorized use of other private properties.
- The building must provide an alternate means of exit in case of fire.

### Site and Neighborhood

- The site and neighborhood must be reasonably free from disturbing noises and reverberations, excessive trash or vermin, or other dangers to the health, safety and general welfare of the occupants.
- Mailboxes must be functional and operable.
- The unit address must be visible from the street with a minimum requirement of at least three inches (3 in.) tall and in a color that contrasts with the background.
- All trash containers must have a cover or attached lid capable of sealing in refuse and trash.

### Sanitary Conditions

- The dwelling unit and its equipment must be in sanitary condition and free of vermin and rodent infestation.
- The unit must have adequate barriers to prevent infestation.

### Smoke Detectors

- Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards).
- If any person with a hearing impairment occupies the dwelling unit, smoke detectors must have an appropriate alarm system as specified in NFPA 74 (or successor standards).
- Smoke detectors are required in each bedroom and adjacent hallways on each floor level.

# Housing Quality Standards Inspections

## Commonly Failed HQS Items

**The following commonly failed HQS items list is intended to provide guidance to landlords. Please be advised this is not an all-inclusive list of every possible failed item.**

- Unit must be in “make ready” status. “Make ready” status is defined as a unit that is ready for immediate move-in; for example, units must have all utilities on, a working stove/refrigerator, no trash/debris on site and working heating/cooling equipment (regardless of the time of year).
- Units built pre-1978 can’t have any chipping or peeling paint inside or outside the unit. This also applies to the exterior of secondary buildings, playgrounds, railings and common areas of the property.
- Stove/Refrigerator must be clean and in working order (no missing kick plates or torn door seals, etc.).
- Ensure electric, plumbing and gas services are operating in a safe manner and present no danger to occupants; for example, units must not have electric hazards, plumbing leaks, missing/broken P-traps under sinks, gas leaks, etc.
- All windows must have working locks or a permanently attached locking device.
- All windows must be in good working condition and able to remain open. Window panes cannot be missing, broken or cracked (cutting hazard.) Plexiglas is not an acceptable repair for glazed windows.
- All common areas will be inspected for safety hazards (Laundry room/pool area, etc.).
- The roof must not leak. Indications of a leak are discolorations or stains on the ceiling.
- The hot water heater tank must have a temperature pressure relief valve with a downward discharge pipe.
- Floor covering cannot be torn nor have holes/cracks that can cause a tripping/cutting hazard.
- Stairs and railings must be secure. Handrails are required for steps with four or more consecutive steps or 30 inches or higher above the ground such as around stairwells, balcony, walkways, etc.
- There should be no trip hazards such as gaps/cracks greater than ¾ inch on sidewalk, walkways, driveways, common areas, etc.
- Working smoke detectors are required in all bedrooms and adjacent hallways. See manufacturer’s specifications for proper installation.
- All conversions/additions must pass HQS inspection and be properly permitted by City or local agency having jurisdiction over the unit. SAHA may request copies of approved permits.
- All security/burglar bars must have a quick release mechanism (cannot use key, tool or special knowledge to open).
- Double-keyed deadbolts, also known as double cylinder locks, are not allowed at any location.

# Housing Quality Standards Inspections

## Types of HQS Inspections

### Types of HQS Inspections

#### Initial/Move-In Inspections

SAHA conducts initial inspections to approve a unit for participation in the HCV program. The unit must pass the HQS inspection before any Housing Assistance Payments can be paid to the owner; therefore, it is best if the family does not move into the unit before approval.

#### Special Inspections

A special inspection may be requested between annual inspections by the owner, the family or a third party as a result of problems identified with a unit between annual inspections.

#### Annual Inspections

HUD requires SAHA to inspect each unit under lease at least annually to confirm that the unit still meets HQS. The inspections may be conducted in conjunction with the family's annual reexamination, but is typically conducted separately.

#### Quality Control Inspections

HUD requires that a sample of units be inspected by a quality control inspector to ensure that HQS is being enforced correctly and uniformly by all inspectors.

## Life-Threatening Conditions

**If a unit has been found to be in life-threatening conditions as defined above, the inspector will give the landlord/tenant 24 hours to make the corrections required.**

- Life-threatening conditions include, but are not limited to, the following:
- Lack of security for the unit;
- No utilities (e.g., electric, gas, and water);
- Waterlogged ceiling in imminent danger of falling;
- Major plumbing leaks, flooding or sewer back-ups;
- Natural gas leak or fumes;
- Nonfunctional heating equipment during the period between November 1 and March 31;
- Obstacle(s) preventing the tenant's exit from the unit; and
- Lack of at least one functional smoke detector on each floor level of the unit.

### Owner Responsibilities:HQs Inspections

■ The owner is responsible for all HQS violations not listed as a family responsibility above, even if the violation is caused by the family's living habits (e.g., vermin infestation). However, if the family's actions constitute a serious or repeated lease violation, the owner may take legal action to evict the family or submit documentation of the serious or repeated lease violation to SAHA as evidence that the family breached its obligations.



- If SAHA cannot determine the cause of an HQS deficiency, the owner will be responsible for correcting the item.
- The owner is responsible for maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
- The owner must correct HQS deficiencies within the period specified by SAHA.
- SAHA must not make any housing assistance payments if the contract unit does not meet HQS requirements, unless the owner corrects the defect within the period specified by SAHA and SAHA verifies the correction.
- When SAHA identifies HQS deficiencies that are not life threatening or classified as a 3-business-day inspection, SAHA will send the owner and the family a written notification of the inspection results within five (5) business days of the inspection. The written notice will specify the time frame within which the failure must be corrected.
  - Generally not more than 30 days will be allowed for the correction.
- If a defect is life threatening, the owner must correct the defect within no more than 24 hours.
  - The corrective actions must be taken by the next business day of SAHA's notice. The owner shall determine who is responsible for correcting the violation.
- All maintenance and replacement (Including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- It is unlawful for any person to refuse to permit, at the expense of a handicapped person, reasonable modifications of existing premises, occupied or to be occupied by a handicapped person, if the proposed modifications may be necessary to afford the handicapped person full enjoyment of the premises of a dwelling. In the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.
- The landlord may not increase for handicapped persons any customarily required security deposit. However, where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of such a restoration agreement a provision requiring that the tenant pay into an interest bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant.

### **Family Responsibilities:HQs Inspections**

- The family is responsible for any HQS deficiency caused by the family, including the following:
  - Tenant-paid utilities not in service;
  - Failure to provide or maintain family-supplied appliances; or
  - Damage to the unit or premises caused by a household member or guest, beyond normal wear and tear. "Normal wear and tear" is defined as physical deterioration which occurs in the normal course of tenancy, without negligence, carelessness, accident or abuse of the unit or premises by the household members or guests.

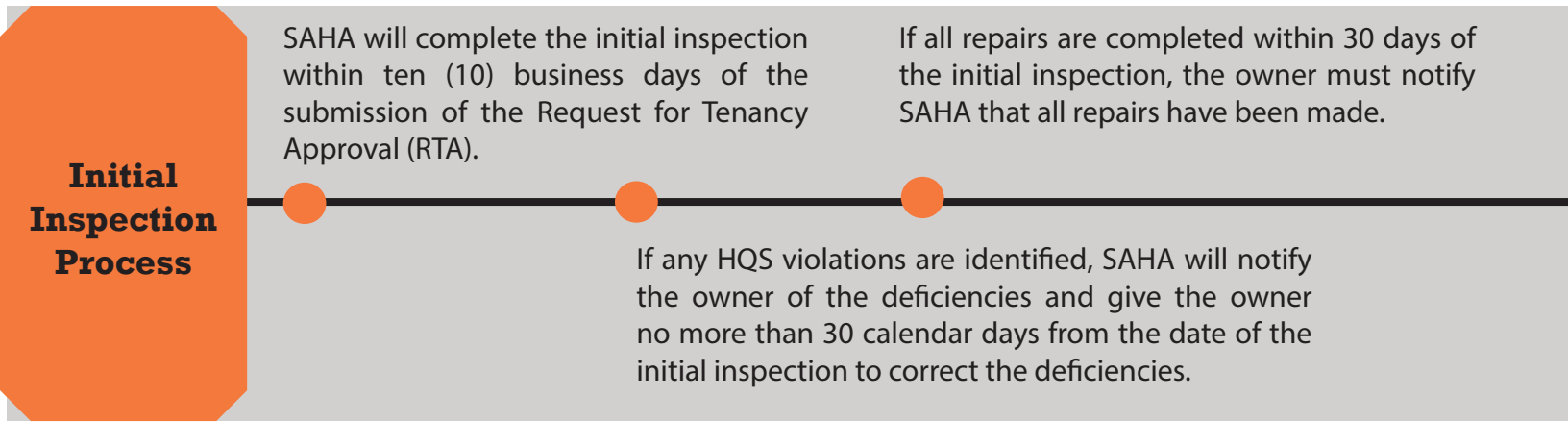
# Housing Quality Standards Inspections

## The Inspection Process

- SAHA will allow for:**
- One failed inspection and one reinspection; or
  - One no show/not ready, one failed inspection, and one reinspection.

### Initial Inspections

HUD requires the unit to pass Housing Quality Standards (HQS) before the effective date of the lease and Housing Assistance Payment (HAP) Contract (See Inspection Process chart below).



### Failed Inspections

Units that do not pass inspection within the guidelines stated above or within 30 days of the initial inspection will result in a Final Fail. Two consecutive inspections resulting in no show/not ready will result in a Final Fail.

If the time period for correcting the deficiencies has elapsed, or the unit is given a “Final Fail” rating, SAHA will notify the owner and the family that unit has been rejected and that the family must search for another unit. Following a “Final Fail” determination, the family may submit a new RTA for the same unit if the family has not found another unit by the time the owner completes all repairs and the family continues to wish to live in the unit.

Utility services must be available for testing at the time of the initial inspection. If the utility service is not available for testing at the time of the initial inspection, the inspection will not be conducted and will count as a failed inspection of the unit.

If the family is responsible for supplying the stove and/or refrigerator, SAHA will allow the stove and refrigerator to be placed in the unit after the unit has met all other HQS requirements and a subsequent inspection will be conducted within 72 hours. If the appliances are supplied by the owner, they must be present at the time of inspection.

**Self-Certification** of corrective action is allowed for five or fewer HQS owner deficiencies. SAHA will require a self-certification of repairs signed by the landlord and tenant. All self-certifications are subject to a Quality Control Inspection.

### Annual Inspections

Each unit under HAP contract must have an annual inspection no more than 12 months after the most recent annual inspection.

If the family misses a scheduled inspection without SAHA approval or if the notice is returned by the post office with no forwarding address, SAHA may consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance.

Participants who have been processed as biennial or triennial recertifications must still receive annual HQS inspections to participate in the Housing Choice Voucher Program.

SAHA will not consider a unit to have passed an inspection until the landlord and SAHA have agreed on the rent amount. SAHA will set the rent amount at the lower of: the current rent amount or the rent supported by current rent reasonableness survey.

SAHA will reinspect the unit within 10 calendar days of the date the owner notifies SAHA that the required repairs have been made.

### Special/Complaint Inspections

SAHA will conduct a special inspection if the owner, family or another source reports HQS violations in the unit. During a special inspection, SAHA generally will only inspect those deficiencies that were reported. However, the inspector will record any additional HQS deficiencies that are observed and will require the responsible party to make the necessary repairs.

If the annual inspection has been scheduled or is due within 30 days of the date the special inspection is scheduled, SAHA may elect to conduct a full annual inspection.

SAHA will attempt to notify the family and/or landlord, although prior notification to the family and/or landlord is not required for special inspections.

# Housing Quality Standards Inspections

## Rent Reasonableness

SAHA will not consider a unit to have passed an inspection until the landlord and SAHA have agreed on the rent amount. SAHA will allow the landlord no more than five (5) business days to settle the unit rent amount with SAHA. A landlord's failure to settle a unit rent amount with SAHA within five (5) business days will result in the inspection being canceled.

Participants cannot pay more than 40% of their monthly income for the initial year. SAHA will make rent offers based on a participant's income and area rent comparables. Comparability is established using the following:

- Location
- Quality
- Size
- Unit type
- Age
- Amenities
- Housing services
- Maintenance
- Utilities provided by the owner

SAHA may require owners to provide information about the rents charged for other units within the same zip code or if the premises include more than four units.

Total assisted units on the property may not exceed 50% of the total units to be used for comparable rent determinations.

Upon notifying the landlord of the proposed rent amount, SAHA will allow the landlord no more than five (5) business days to settle the unit rent amount with SAHA. If the landlord fails to settle rent with SAHA within five (5) business days,

# Housing Quality Standards Inspections

## Termination

**If the owner fails to maintain the dwelling unit in accordance with HQS, SAHA must take prompt action to enforce the owner obligations.**

### **HAP Termination**

If an owner fails to correct HQS deficiencies by the time specified by SAHA, HUD requires SAHA to terminate housing assistance payments no later than the first of the month following the specified correction period (including any approved extension). No retroactive payments will be made to the owner.

Owner rents will be terminated as a result of HQS failures that are the family's responsibility after reasonable notice of termination has been provided. The HAP Contract will terminate immediately when the family vacates the unit or 180 calendar days have elapsed since the last housing assistance payment to the owner.

During any abatement period, the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for the HAP portion and may not use the termination as cause for eviction. SAHA will notify the owner within 30 calendar days of a HAP Contract termination due to HQS non-compliance.

### **Abatements Due to Non-Compliance with Housing Quality Standards (HQS)**

An abatement is the cessation of housing assistance payments to an owner. When an owner's housing assistance payment is abated due to the owner's failure to comply with HQS, the abated monies are not repaid to the owner but forfeited. An abatement is released and housing assistance payment resumes on the date SAHA determines that the unit is free from those HQS deficiencies that resulted in the abatement and which are the owner's responsibility. If the inspector determines that corrections have not been made at the time of the scheduled reinspection, SAHA will abate the unit beginning the first day of the month following the reinspection date.

### **Failed Reinspection**

If the unit fails the reinspection due to HQS deficiencies which were listed at the original inspection, and the deficiencies were the responsibility of the owner, the housing assistance payments to the owner are abated.

### **Extensions**

At the request of the party (tenant or owner) judged responsible for the deficiency, SAHA may grant extensions to correct HQS deficiencies on good cause.

### **Tenant Prevention of Owner's Work to Correct Deficiencies**

In those cases in which an owner claims that the tenant will not permit or allow correction of HQS deficiencies, SAHA may reimburse the owner for abated amounts if the owner provides evidence of the timely filing and pursuing of a case of unlawful detainer against the tenant.

### **Rebate of Abated Amounts**

If an abated owner has corrected deficiencies prior to a re-inspection, the owner may, upon petition to SAHA, receive a rebate on abated amounts retroactive to the date that the owner can conclusively prove that all HQS deficiencies had been corrected.