

Landlord Handbook

Housing Choice Voucher
Rental Assistance Program



City of Janesville
Neighborhood and Community Services

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Introduction to the Section 8 Rental Assistance Program

The Section 8 Rental Assistance Program is a federal housing assistance program funded by Housing and Urban Development and administered in Janesville by the City of Janesville, Neighborhood and Community Services Office. The program is designed to provide rental subsidies to eligible low-income households enabling them to obtain basic decent, safe and sanitary housing.

Housing and Urban Development determines the rules and regulations for participation in the Section 8 Rental Assistance Program, and these rules and regulations are enforced by the Neighborhood and Community Services Office, operating as the Housing Authority.

The Section 8 Rental Assistance Program pays a portion of the rent directly to landlords on behalf of a participating family. In order to participate in the Section 8 Program, a household must meet certain income and eligibility requirements.

There is no pre-qualification process to be eligible for participation in the Program as a landlord. The approval process begins for a unit once a tenant expresses an interest in renting at a specific location and presents the prospective landlord with the Request for Tenancy. Tenants are free to choose units anywhere in the private rental market.

A landlord who participates in the Section 8 Rental Assistance Program enters into a partnership with the Housing Authority and the assisted family.

A Contract of Participation will be signed between the landlord and Neighborhood and Community Services.

A lease will be signed between the landlord and the participating tenant. Neighborhood and Community Services will not be a party to that lease, and all rights and provisions under the lease are retained by the tenant and landlord.

There are distinct responsibilities for participation in the Section 8 Rental Assistance Program for the participating families, the Housing Authority and the participating landlord, all established through federal program regulation. This handbook will help you to understand your rights and responsibilities as an owner of a Section 8 assisted rental property.

Renting your Unit to Section 8 Voucher Holders

Advertising an Available Unit

The Neighborhood and Community Services Office maintains a binder at the front counter that landlords may access at any time to insert flyers or notices of available units for rent. Participating Section 8 families are instructed to search for potential housing in all areas of the rental market in the typical fashion. Suggested methods are yard signs, newspaper advertisements, Craig's list, postings, word of mouth, and checking the Neighborhood and Community Services binder. (A unit vacancy form is provided for your use at the end of this handbook).

Tenant Screening

A family participating in the Section 8 Rental Assistance Program has been screened for income eligibility and certain criminal behavior within a very specific timeline. Your standards for tenant selection as a landlord may be different than ours, and may be more extensive. You must use the same selection criteria for a Section 8 tenant as you would use for any other prospective tenant. We are unable to share our findings with you regarding a specific tenant, we can only speak in generalities. We strongly recommend an application and approval process for all tenants, assisted and unassisted alike.

Following a structured tenant selection process is a good start to having a positive experience with the Section 8 Rental Assistance Program as a landlord.

Unit Approval

The unit must be affordable for the family. The unit must pass the HQS Inspection. It must be of adequate size for the number of family members, ensuring that an overcrowded condition does not exist. The family may not rent from a family member.

Assistance Begins

A Housing Quality Standards inspection will be performed, and once the unit has passed the HQS Inspection, the tenant rent portion will be determined and disclosed to the landlord and tenant. The HAP Contracts will be prepared for landlord signature, and the lease may be executed by the landlord and tenant.

The HAP payments will begin on the first of the month following the passed inspection. The payment will be held until the Neighborhood and Community Services Office receives a copy of the fully executed lease, and the HAP Contracts have been signed by the landlord and a representative from the Neighborhood and Community Services Office.

Housing Quality Standards Inspection

Housing Quality Standards (HQS) are minimum nationwide standards applying to all units receiving Section 8 Rental Assistance subsidies. HQS standards help to ensure that the unit receiving a federal subsidy is decent, safe and sanitary.

An HQS Inspection is performed prior to the execution of the HAP Contract for a new unit, and at least annually thereafter. There is no charge to the landlord for any HQS Inspections.

At initial lease-up, a potential unit must pass the HQS Inspection before payment can begin. If the initial inspection results in a "Fail" rating, the landlord and prospective tenant are mailed an inspection letter outlining any deficiency that was found, and how it must be corrected. The repairs listed in the letter must be completed, the unit re-inspected and a "Pass" rating achieved before the lease is executed, the HAP Contract is signed and subsidy payment can begin. Neighborhood and Community Services cannot make retroactive payments for the period of time before this has occurred, even if the family has already taken occupancy.

Allowing an inspection to be performed on the prospective unit does not obligate the landlord to make the repairs on the unit and participate in the Section 8 Rental Assistance Program. If, after reviewing the inspection results, a landlord determines that they do not wish to make the changes necessary for Section 8 Program participation; they may opt to not continue. In this case, prompt notification to the tenant and the Neighborhood and Community Services Office is appreciated, so that new housing can be located for the prospective family.

Be aware, if the unit was constructed before 1978, and there are children under the age of 6 residing in the unit, or expected to reside in the unit, chipping and peeling paint will be a concern, and will result in a "Fail" rating. Lead-based paint is a hazard to children under the age of 6, and under Federal Regulations we must assume that any deteriorated paint surface may contain lead. These areas must be addressed by individuals with current certifications that meet the requirements to address lead based paint safely. If deteriorated paint surfaces are found in a unit that was built before 1978, instructions for repair will be specifically indicated in your inspection results letter, and you will be afforded the opportunity to make those repairs according to the specifications or opt to not proceed with Section 8 assistance at unit.

| Major Areas of Unit | Questions to Ask | Yes | No |
|---|---|-----|----|
| <u>Electricity</u> | 1. Do all fixtures and outlets work? | | |
| | 2. Is there lighting in the common hallways and porches? | | |
| | 3. Are all outlets, light switches and fuse boxes properly covered with no cracks or breaks in the cover plates/doors? | | |
| | 4. Are light/electrical fixtures securely fastened without any hanging or exposed wires (anywhere the tenant has access)? | | |
| | 5. Have you arranged for all utilities to be on the day of the inspection? - For Move-Ins Only | | |
| | 6. Is there adequate heat in all spaces | | |
| <u>Bathroom</u> | 7. Is toilet securely fastened with no leaks or gaps? | | |
| | 8. Does toilet flush properly? | | |
| | 9. Is there hot and cold running water in sink and tub, with proper drainage and no leaks? | | |
| | 10. Is bathroom vented with either an exterior window or exhaust fan? | | |
| <u>Kitchen</u> | 11. Is there hot and cold running water at the sink, with proper drainage and no leaks? | | |
| | 12. Do all burners on the stovetop ignite? | | |
| | 13. Does refrigerator/freezer cool properly? | | |
| <u>Other</u> | 14. Does hot water tank have a TPR pipe that extends to within 4" of the floor? | | |
| | 15. Do radiators function with no leaks? | | |
| <u>Walls</u> | 16. Are walls free of holes, large cracks and moisture leaks? | | |
| <u>Ceilings</u> | 17. Are ceilings free of holes, large cracks and moisture leaks? | | |
| <u>Floors</u> | 18. Are floors free of weak spots and missing floor boards? | | |
| | 19. Are floors free of tripping hazards, such as loose floor covering? | | |
| <u>General Safety</u> | 20. Are cabinets securely fastened to the wall? | | |
| | 21. Are all doors securely hung and latchable? | | |
| | 22. Is there free and clear access to all exits? | | |
| | 23. Do first floor windows and those opening to a stairway, fire escape or landing have workable locks? | | |
| | 24. Is there a working smoke detector on each level of the unit? | | |
| 25. Is unit free of any evidence of insect or rodent infestation? | | | |

| Major Areas of Unit | Questions to Ask | Yes | No |
|---|---|-----|----|
| <u>Ventilation</u> | 26. Is unit free of any evidence of mold or mildew? | | |
| | 27. Is there at least one exterior window in each bedroom and in the living room? | | |
| | 28. Do the windows open and lock properly? | | |
| | 29. Is unit free of any cracked/broken or leaky windows? | | |
| | 30. Does at least one window per room have a screen in place? | | |
| | 31. Are the screens free from holes and tears? | | |
| <u>Exterior</u> | 32. Is roof free of leaks? | | |
| | 33. Are gutters firmly attached? | | |
| | 34. Are openings around doors and windows weather-tight? | | |
| | 35. Are sidewalks free of tripping hazards? | | |
| <u>Stairs</u> (interior and exterior) | 36. Is a handrail present when there are 4 or more consecutive steps? | | |
| | 37. Are stairs free of any loose, broken or missing steps? | | |
| | 38. Are stairways free of any tripping hazards? | | |
| | 39. Are there secure railings on porches, balconies and landings that are 30" from the ground or higher? | | |
| <u>Paint</u> | 40. Is unit free of chipping, peeling, chalking, flaking or cracking painted surfaces - including windows, window wells, door frames, walls, ceilings, porches, garages and fences? | | |
| <u>Cleanliness</u> | 41. Is the unit clean? | | |
| | 42. Is unit free of debris inside and outside of unit? | | |
| | 43. Is unit free of any brush piles, non-running vehicles, unlicensed vehicles? | | |

- The State of Wisconsin requires a minimum of one carbon monoxide detector per floor, including basements. Please ensure that they are in place.

Feel free to use this self inspection checklist to review your unit and address some of the most commonly found Housing Quality Standards (HQS) violations. Please be aware, this is not an all-inclusive list. Items listed are commonly found issues during Housing Quality Standards (HQS) inspections, and this list is to be considered a guide.

The Housing Assistance Payment (HAP) Contract

The Housing Assistance Payment (HAP) Contract is the contract between Neighborhood and Community Services and the landlord. By signing the HAP Contract, the landlord agrees to lease a unit to an eligible family and Neighborhood and Community Services agrees to make monthly housing assistance payments to the landlord on behalf of the participation family.

Term of the HAP Contract

The term of the HAP Contract runs concurrent with the lease that is signed between the tenant and the landlord for the assisted property. The HAP Contract terminates when the lease terminates.

Neighborhood and Community Services Payments to the Landlord

The Neighborhood and Community Services Office will pay a monthly housing assistance payment to the landlord on behalf of the participating family. The payment amount will be determined in accordance with HUD regulations. The amount of the housing assistance payment is subject to change during the term of the HAP Contract.

Neighborhood and Community Services will continue to make housing assistance payments as long as:

- The unit continues to meet Housing Quality Standards
- The tenant is eligible for Section 8 Rental Assistance
- The tenant resides in the unit
- The landlord is in compliance with the HAP Contract

Neighborhood and Community Services makes payment to landlords twice per month. Regular housing assistance payments (HAP) are made on the first day of each month. If changes to the HAP amount are made after payment requests have been processed for the next month, and Neighborhood and Community Services owes an additional amount of housing assistance to the landlord, the difference will be processed and mailed mid-month.

The Lease

The executed lease must have a lease term of at least 12 months. The lease and the HAP Contract will mirror each other with the same term, initial rent amount, and tenant and landlord responsibilities for gas, electric, sewer and water services and stove and refrigerator provisions. The Neighborhood and Community Services Office will supply a Tenancy Addendum that must be included in the lease (copy at the back of the HAP Contract attached for your review).

Adding new family members

The family members who are listed as approved members on the HAP Contract are the only individuals who may reside in a Section 8 assisted unit. If the family wishes to add additional occupants to the assisted unit, the individuals must meet eligibility requirements and be approved for addition to the household in writing, by both the landlord and the Neighborhood and Community Services Office.

An unauthorized individual residing in a Section 8 assisted unit is grounds for Section 8 Program termination.

Rent Increases

A landlord may not request a rent increase during the first year of the lease term. A rent increase can be requested at the Annual Review, with a 60-day notice to the tenant and Neighborhood and Community Services.

When the Neighborhood and Community Services Office receives a written request for a rent increase, a determination of Rent Reasonableness will be made. The proposed rent amount cannot be higher than what is charged to unassisted tenants. The proposed rent must be comparable to unassisted units renting in the area with similar amenities and structures. The location, quality, size, number of bedrooms, age and utilities will be compared. Neighborhood and Community Services will not approve an initial rent amount, or request for a rent increase without first determining that the rent is reasonable.

Utility Allowances

Section 8 participating families pay approximately 30% of their gross monthly income towards rent and utilities. If utility costs are not included in the lease, an adjustment is made to offset the cost of tenant-paid utilities.

The Neighborhood and Community Services Office maintains a Utility Allowance Schedule that is based upon the typical cost of utilities and services paid by energy conservative households in similar housing types in the same locality. This Utility Allowance Schedule is reviewed annually and adjusted if necessary.

At initial occupancy and annually thereafter, the Neighborhood and Community Services Office applies the most current utility allowance schedule for the utilities the family is responsible for paying out of pocket. The appropriate utility allowance amount is then subtracted from their rent payment obligation to the landlord. The amount of the utility allowance added to the tenant rent obligation to the landlord equals the total tenant payment, which is approximately 30% of the family's gross monthly income.

Security Deposits

There are no restrictions on the amount that a landlord can ask for in terms of a security deposit. The security deposit requirement for a Section 8 participant should be the same as what you require for an unassisted tenant.

The Neighborhood and Community Services Office does not assist with security deposits. Tenants should explore area service providers if they are seeking assistance with the deposit.

Changes to Lease Terms

Any changes to the lease terms which are agreed to by both the landlord and the tenant will result in a new lease document, which outlines the changes, to be executed. Neighborhood and Community Services must be provided with a copy of the fully executed lease, and a new HAP Contract, which mirrors the changes in the lease, will be drafted and must be signed.

Evictions

The landlord may only evict the tenant by instituting court action.

The landlord must supply the Neighborhood and Community Services Office with a copy of any notices that are given to participating families.

HAP payments will continue as long as the family continues to reside in the unit. Once the family vacates the unit, the HAP contract is terminated with the lease obligation and the HAP payments will cease. Neighborhood and Community Services is unable to pay a housing subsidy for any month that a participating family is not residing in an approved unit.

Terminating the Lease By Mutual Agreement

The lease agreement may be terminated at any time by written mutual agreement by the participating family and the landlord.

If the HAP Contract is terminated for any reason, the lease obligation is terminated as well.

If the lease is terminated for any reason, the HAP Contract is also terminated.

Ownership Responsibilities

(Including, but may not be limited to)

Consider all applicants equally

Indicate no preference when advertising or showing apartments

Give all applicants accurate and complete information about available units, occupancy dates and rental terms and conditions.

Be consistent in applying rental policies

Comply with the terms of the Housing Assistance Payment (HAP) Contract

Comply with the terms of the lease

Collection of security deposits

Collection of tenant share of rent

Enforce tenant obligations under the lease

Maintain the unit in accordance with Housing Quality Standards (HQS) throughout the tenancy

Make any needed repairs promptly

Pay for utilities and services, if indicated in the lease agreement

Provide appliances that are indicated in the lease agreement

Comply with all fair housing laws

Notify Neighborhood and Community Services if tenant is no longer residing in the assisted unit

Notify Neighborhood and Community Services and provide copies of any documentation regarding eviction proceedings

Notify Neighborhood and Community Services of any change in property ownership

Notify Neighborhood and Community Services of any change in property management, or mailing address and contact phone number

Section 8 Participating Family Responsibilities

(Including, but may not be limited to)

Provide complete and accurate information to the Neighborhood and Community Services Office in order to determine their eligibility, or continued eligibility for participation in the Section 8 Program.

Make a best effort to find a unit that is suitable for their family and qualifies for the Section 8 Program.

Cooperate in attending all appointments necessary for their continued participation, as scheduled for their family by the Neighborhood and Community Services Office

Take responsibility for the care of their assisted unit, ensuring not to damage the unit beyond normal wear and tear.

Comply with the terms of the lease

Comply with the Family Obligations of the Housing Choice Voucher, and their Statement of Family Responsibility

Not engage in criminal activities

Obtain written permission from the landlord and the Neighborhood and Community Services Office prior to moving an individual into the assisted unit

Report any income and asset changes to the Neighborhood and Community Services Office within 10 days of the change, to ensure that their housing assistance remains accurate

Neighborhood and Community Services Responsibilities

Processing of applications, verifications and maintenance of the Section 8 waiting list.

Voucher issuance and family briefings.

Calculation of Total Tenant Payments and Housing Assistance Payments.

Landlord education regarding Section 8 Voucher Program.

Processing of Request for Tenancy Approval forms.

Outreach to families and owners.

Annual re-examination process for families, Interim re-examination process for families.

Adherence to Housing Quality Standards through initial, annual and compliance inspections.

Assuring owner compliance with HAP Contract

Assuring family compliance with obligations defined within the Statement of Family Responsibility, and within the body of the Voucher document.

Conducting Appeal Reviews and Hearings.

Maintain and monitor leasing schedules.

Prohibitions of conflict of interest.

Authorizing Housing Assistance Payments to Owners.

Budgeting, accounting and financial management.

Maintaining Administrative Plan and Equal Housing Plan.

Change of Ownership

If a landlord sells the property, they must contact Neighborhood and Community Services prior to the sale of the property. Upon written request, proof of change of ownership, completion of the W-9 form for payment and approval of the new owner, the HAP Contract may be transferred to the new owner. The Neighborhood and Community Services office is not responsible to the new owner for payments issued under the old owner's name prior to the approval of the transfer of HAP Contract.

Change of Address and Phone Number

Please remember to notify the Neighborhood and Community Services office of any changes in your address and/or phone number so that we can ensure correspondence to you is not delayed.

A copy of HAP
Contract will
Follow

Here