



LANDLORD PACKET

***Information On Section 8
Housing Choice Voucher
and
HOME Tenant-Based
Rental Assistance Programs
FOR
RENTAL PROPERTY OWNERS
AND MANAGERS***

***THE LAWRENCE-DOUGLAS COUNTY
HOUSING AUTHORITY***

Revised September 2018

Thank you for your interest in the Lawrence-Douglas County Housing Authority (LDCHA) rental assistance programs: tenant-based vouchers funded through the Section 8 Housing Choice Voucher and HOME programs. These programs pay rent subsidies directly to owners of private rental market units who rent to eligible low-income families.

This information packet includes general program information, specific program policies and procedures. Sample copies of required contracts are also included. Take some time to look over the materials and contact the LDCHA office at 842-8110 or visit our web site at www.ldcha.org.

TENANT BASED BASICS

The LDCHA, a federally funded public housing agency, operates Section 8 Housing Choice Voucher and HOME Tenant-Based Rental Assistance (TBRA) programs through its offices at 1600 Haskell Avenue. These programs are funded with grants from the U. S. Department of Housing and Urban Development (HUD). All Section 8 and HOME assistance administered by the LDCHA is tenant based - the assistance belongs to the renter, not the rental unit.

CONTRACTS

Federal regulations require a:

Lease or rental agreement between the tenant and the landlord, and

Housing Assistance Payment (HAP) contract between the housing agency and the landlord.

Before these contracts can be established, the housing agency and the tenant must have a written agreement including the terms under which the housing agency provides the subsidy and the tenant's obligations while receiving housing subsidy. That agreement is called a **Voucher**.

The rental unit must pass inspection and all three of these written agreements must be in place before tenant based subsidy payments begin. The housing payment contract remains in effect as long as the tenant family and the unit are eligible to receive housing assistance benefits. If the family moves out, the housing payment contract for that rental unit ends. If the owner selects another tenant with housing assistance, a new housing payment contract is drafted.

Any document that is part of a lease subsidized through LDCHA's programs must be

pre-approved by the LDCHA. Owners may use their own lease with a HUD required and an LDCHA lease addendum or the owner may elect to use a basic lease provided by the LDCHA. The LDCHA's tenant-based lease contains all required contract terms, including all federally and locally required addenda. Any lease addenda, rules, rental policies or other items that an owner uses as part of their lease must be submitted for approval and used as addenda to the LDCHA lease. Landlords using their own lease documents must submit fully signed documents to the LDCHA once the unit has passed inspection.

The LDCHA prepares all other contract documents, and will prepare all lease documents if the landlord is using the LDCHA lease. At the request of the landlord the LDCHA can set up a contract briefing with the tenant and the landlord at which all documents are signed and important features of the lease and housing assistance contract are explained. The landlord can also request that the documents be sent to them for signing by both the landlord and tenant. The landlord is then responsible for returning the signed documents to the LDCHA. Copies of documents are provided to all parties. Samples of the LDCHA lease and addenda, HUD required lease addendum and Housing Choice

Voucher Payment Contract are included further in this packet.

No assistance payments can be made until the effective date of the Housing Assistance Payment contract and that date cannot be before the unit has passed inspection.

INSPECTIONS

All units getting federal housing money must pass a housing quality standards inspection before a housing agency can enter into a payment contract with the landlord. After the contract is in place, the unit must pass inspection every year throughout any term of the assisted lease. If a landlord wants to know whether or not their unit will pass inspection, the LDCHA will conduct a review of the property on a time available basis.

Owners selecting tenants with housing assistance are asked to fill out a form called a Request for Tenancy Approval (RFTA). Once these forms are submitted, LDCHA HQS inspector will contact the landlord to schedule an inspection. Current inspection standards and procedures are included later in this packet.

Annual inspections of units continuing under lease are scheduled with the tenant and a notice sent to the owner. The owner is responsible for needed repairs and maintenance to ensure the unit meets Housing Quality Standards (HQS).

The LDCHA has Inspection Initiatives for voucher programs:

1. Landlord On-Site-Self Verification can be submitted in lieu of the Annual re-inspection by landlords on units with non-life threatening non-safety hazards deficiencies.

PAYMENTS

Participating landlords get their total contract rent amount from two sources. The LDCHA

mails housing assistance payment checks directly to the landlord on the second working day of each month. The tenant pays rent directly to the landlord in accordance with the terms of the lease. Most tenants have to pay rent. Tenant rent is calculated differently depending on the rent structure that applies to the tenant family. If all adults in the family are elderly, disabled or handicapped, the family is under an income based rent structure. Their rent will be approximately 30% of their adjusted monthly income, plus any difference between the rent charged for the unit and the payment standard for size of unit. If all adults in the family meet the criteria for participation in the Moving-To-Work rent structure, the family's rent will be either the minimum rent for the unit, 30% of adjusted monthly income or the maximum rent, plus any difference between the payment standard and the total rent charged.

The LDCHA makes all rent and housing payment calculations and gives both the tenant and the landlord written notice of the amounts. This is done at the time the initial contracts are signed and in advance of any change in payment amounts.

SELECTION OF TENANTS

One of the main features of the tenant based programs is that the landlord is in control of tenant screening and selection. No landlord is required to rent to a tenant family if they do not meet the landlord's tenant selection criteria.

The LDCHA maintains a waiting list of families and individuals that are eligible for housing assistance. The waiting list is in order of date and time of application with preference given to Douglas County residents. Applicants are selected from this list when housing assistance becomes available. Families on the waiting list have been screened on the basis of federal regulations which permit screening for tenant suitability in tenant based programs only on very broad suitability criteria.

The LDCHA requires three years of residential history and can confirm information for prospective landlords, once the tenant has been given a voucher. Further screening and selection of tenants is the responsibility of the landlord. The LDCHA can confirm the names and ages of tenant household members, their current address and landlord, previous address and landlord, if known, and their rental history as a participant in LDCHA programs. Screening information beyond this must be sought through other sources.

Sample forms and information about screening prospective tenants and lease enforcement is enclosed.

AVAILABLE UNITS

The LDCHA refers tenants searching for rental units to the listings available at KSHOUSING SEARCH.ORG. This is a free site where landlord can list their units as they become available for rent. Any landlord may list their vacant rental units under no obligation to rent the unit to an assisted family. LDCHA also maintains an updated housing list and landlords may contact the main office to add their unit to the available housing list. The LDCHA does ask landlords to remove their units from the free site and to contact the main office once they are no longer available for rent.

SECURITY DEPOSITS

Security deposits are set by the owner AND ARE THE RESPONSIBILITY OF THE TENANT. The owner may collect an advance deposit only up to the maximum amount allowed by local and state law. In Kansas this is one month's rent for an unfurnished unit and one and one-half month's rent for a furnished unit. Pet deposits may also be collected up to the maximum of an additional one-half month's rent. The tenant is responsible for all deposits.

Tenant-caused damages are the responsibility of the tenant and reimbursement for costs

associated with repair of tenant-caused damages may be pursued by the landlord through lease enforcement in compliance with state law.

RENT COMPARABILITY AND REASONABLENESS

LDCHA staff will make a determination as to the reasonableness of the rent the owner is proposing in comparison to rent for other comparable rents of unassisted units in the private market. The market area for rent comparable and reasonableness comparisons is the corporate limits of Lawrence, Kansas and Douglas County, Kansas and is defined by their census track. Units can only be compared to other units in the same census track.

A determination of rent comparable and reasonableness will be made before approval of an initial lease, before any increase in rent to owner if the Douglas County, Kansas published FMR in effect 60 days before the contract anniversary is reduced by 5% or more, if directed by HUD, or as necessary for program operations.

RENT INCREASES

A participating landlord may ask for a rent increase once every year. They do not have to offer a new lease to get a rent increase unless they are also changing the renewal term of the lease or the responsibility for utility services. However, there must be a written statement of the new rent amount and effective date of the new rent. This must be signed by both the landlord and the tenant and submitted to the LDCHA at least 60 days before the effective date of the new rent amount.

The LDCHA provides a rent increase addendum at the time of the anniversary date of the lease. An addendum form is sent to the landlord with the notice of the annual inspection. The Landlord can fill in the new rent amount, sign the form, have their tenant sign it, and return it to the LDCHA.

The increase will be made at the anniversary date of the lease (providing that the form is returned at least 60 days before that date) and fully executed copies of the request will be sent to the landlord and tenant.

ROLES AND RESPONSIBILITIES OF KEY PROGRAM PLAYERS

To administer the rental subsidy program, the LDCHA enters into contractual relationships with three parties: HUD, the owner, and the assisted household.

The roles and responsibilities of HUD, the LDCHA, the owner and the family are defined by Federal housing laws, in Federal regulations and in the legal documents which the parties execute.

THE ROLE OF HUD

HUD has four major responsibilities:

1. Develop policy, regulations, Handbooks, Notices and other guidance which interpret housing legislation.
2. Allocate housing assistance funds.
3. Provide technical assistance and training to housing authorities.
4. Monitor LDCHA compliance with program requirements and production goals.

HUD's responsibilities are defined in 24 CFR Parts 5, and 982 of the Federal Regulations. For the HOME Investment Partnership Program, HUD's responsibilities are defined in 24 CFR Part 92.

THE ROLE OF THE LDCHA

The LDCHA serves as contract administrator for HUD and has four broad areas of responsibility:

1. Certifies eligibility of tenants;
2. Approves units and leases;
3. Pay Housing Assistance to Owners and calculates tenant rent;

4. Monitors program performance and compliance with federal and local rules.

The LDCHA does not act as the landlord, as it does in the Public Housing Program (e.g., the LDCHA is not responsible for tenant selection or screening or for lease enforcement.)

LDCHA responsibilities are defined in the certificate or voucher the tenant signs, the Housing Assistance Payment (HAP) Contract, and in 24 CFR Parts 5, and 982.

THE ROLE OF THE OWNER

The Owner has the following major responsibilities:

1. Tenant screening and selection.
2. Compliance with HAP Contract, the approved lease and the program lease addendum.
3. Normal landlord functions during the lease term (e.g. maintenance, rent collection, lease enforcement).

Owner responsibilities are defined in the HAP or Housing Voucher Contract, the Lease and 24 CFR Part 982.

THE ROLE OF THE HOUSEHOLD

The household has the following responsibilities:

1. Report income and family information needed to permit the LDCHA to certify eligibility and calculate rent.
2. Search for and locate eligible rental housing.
3. Pay tenant portion of the rent, security deposit (if required), and adhere to lease requirements.
4. Cooperate with the LDCHA in annual inspections, reexaminations and comply with the rules of the housing assistance programs.

Household obligations are defined in the Certificate of Family Participation or the Housing Voucher, in the Lease, and in 24 CFR Part 982.

SCREENING AND TENANT SELECTION

Until the Housing Act of 1998, federal regulations prohibited the LDCHA from screening applicants for tenant-based programs on the basis of tenant suitability. Housing authorities could not deny waiting list placement or housing assistance on the basis of suitability as a tenant. The LDCHA began screening all applicants for the waiting list in 1999. The screening criteria are very broad and is not to be considered a replacement for complete screening on the part of the landlord.

The LDCHA has rental history information only on persons that have been tenants in its programs and can provide this information to prospective landlords upon request when a participating tenant has been issued assistance and is looking for a new unit. Information concerning current residence and household membership is available on persons who have not previously participated in LDCHA programs.

The LDCHA encourages all landlords to develop their own rental criteria and screen all prospective tenants. The screening criteria presented here are examples only and are not required for participation in LDCHA programs. Landlords using screening criteria should document the information they collect through the use of an application for housing and a reference check questionnaire. If you request information from former landlords, police, credit bureau, etc. you must use a release of information form signed by the prospective tenant. Sample reference questionnaire and release forms are enclosed.

Please feel free to contact the LDCHA office if you want more information about this matter.

SAMPLE TENANT SCREENING CRITERIA

1. History of Recent Serious Criminal Activity

Includes cases in which a member of the family who is expected to reside in the household was or is engaged in prostitution, sale of narcotics, or other serious criminal activity, provided that involvement in such activity shall not be grounds for ineligibility if it occurred more than five (5) years prior to application.

2. Pattern of Violent Behavior

Includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupation of neighbors.

3. Confirmed Drug Addiction

Includes evidence of confirmed drug addiction such as a record of more than one arrest for possession or use of heroin or other narcotics, or reports from a probation officer, a social agency, or the family itself to the effect that the individual is addicted. In cases where the confirmed addict is undergoing follow-up treatment by a professional agency after discharge from an institution, the applicant shall not be considered ineligible.

4. Rape or Sexual Deviation

Includes individuals who have been involved as offenders in rape, indecent exposure, sodomy, carnal abuse and impairing the morals of a minor. Exception is permitted in the case of an individual under 16 years of age when he/she was involved in such offense and evidence from a reliable source shows that the individual may be considered rehabilitated.

5. Initiating Threats

Behaving in a manner indicating intent to assault employees or other tenants.

6. Abandonment of a Dwelling Unit

Failure to provide notice of any kind to a previous landlord and leaving property unattended.

7. Intentionally Falsifying an Application for Leasing

Includes giving false information regarding family income, size, and/or utilization of an alias on the application for housing.

8. Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior

Consists of patterns of behavior which endanger the life, safety, morals, or welfare of other persons by physical violence, gross negligence or irresponsibility; which damage the equipment or premises in which the applicant resides; or which seriously disturb neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes neglect of children, which endangers their health, safety or welfare; termination by the courts of tenancy in previous housing on the grounds of nuisance or objectionable conduct or frequent loud parties, which have resulted in serious disturbance to neighbors.

9. Grossly Unsanitary or Hazardous Housekeeping

Includes the creation of a fire hazard through such acts as hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbor by causing infestation, foul odors, or depositing garbage in hall; or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or to lack orderliness, where such conditions do not create a problem for neighbors.

10. Applicant's Credit History and Record as a Tenant

Includes late payment or non-payment of rent and other charges due under a lease or rental agreement, judgments for payment, and other debts that indicate financial instability and/or a pattern of failure to meet financial responsibilities.

Also includes tenant-caused damages to previous rental units and other serious violations of a lease or rental agreement.

11. Disregard for Rules of Occupancy and Rights of Others

A pattern of behavior, which demonstrates an inability to live within reasonable set standards or rules. Usually based on lease or rental agreement violations from previous rental history.

HOUSING QUALITY STANDARDS

The Housing Quality Standards (HQS) of the LDCHA are a combination of federal Housing Quality Standards set by HUD and local Housing Codes adopted by the City of Lawrence. Standards from the City of Lawrence Housing Code for existing residential structures that are more specific or more stringent than federal inspection criteria are reviewed by the LDCHA Board of Housing Commissioners and adopted as required inspection criteria for LDCHA tenant based rental assistance programs. In determining LDCHA HQS standards, special attention is given to ensuring that housing choice is not restricted.

The LDCHA HQS criteria are contained in an inspection booklet. This booklet is made up of form HUD-52580, Inspection Checklist for the Housing Choice Voucher Program, and a Local Housing Code criteria checklist of the LDCHA inspection criteria not listed on the HUD form.

At least annually, LDCHA HQS are reviewed for compliance with federal and local housing

criteria. Changes in federal inspection requirements are implemented in conformance with federal statutes, regulations and notices.

Recommendations for changes to LDCHA HQS resulting from changes in local Housing Code are developed by staff based upon the annual comparison of federal and local standards or upon notice of changes in applicable standards or codes. The Board of Housing Commissioners determines which standards from local Housing Code are adopted as part of LDCHA HQS. Enforcement of new inspection requirements approved by the Board of Housing Commissioners will begin one full rent period following the month in which participating owners are notified of the requirement.

Windows

Screens or combination storm/screens are required on windows of all rooms other than garage or detached storage spaces.

Outside locks or other obstructions limiting egress on all windows except outside storage spaces are prohibited.

Bedroom windows that are sealed shut are prohibited.

Exits

Every dwelling unit is required to be provided with at least one primary means of egress and at least one secondary fire exit. A primary means of egress shall be one of the following:

A door not less than 24 inches wide and not less than 76 inches high leading to a hallway or stairway (or combination thereof) providing an unobstructed means of egress to the public way. The means of egress shall be maintained in a manner that is safe in the judgment of the housing inspector.

Any approved means of egress leading to the public way permitted by city code.

1. Other means of egress approved by the City of Lawrence Code Enforcement Department. Secondary fire exits shall be one of the following:
2. A window to the outside having a minimum net clear openable area of 5 square feet with no dimension less than 22 inches. The finished sill height shall not be more than 48 inches above the floor.
3. A door not less than 24 inches wide and not less than 72 inches high leading to an exterior balcony, exterior stair, or the public way.
4. Other means of egress approved by the City of Lawrence Code Enforcement Department.

Ceiling Height

All habitable rooms except kitchens and basement rooms must have a minimum ceiling height of 7'. Kitchens, bathrooms, hallways and basement rooms must have a minimum ceiling height of 6' 6".

Unit Size

All units must have at least one habitable room with a minimum area of 150 sq. ft.

All sleeping rooms must have a minimum area of 70 sq. ft., and if the room is to be occupied by more than one person, an additional area of at least 50 sq. ft. for each occupant over 2 years of age.

All habitable rooms, other than kitchens, may not be less than 7' in any dimension. Efficiency apartments must have at least one room with a minimum floor area of 220 sq. ft. and an additional area of 100 sq. ft. for each additional occupant in excess of two.

Sinks, Tubs, Shower Enclosures and Toilets

Sinks, tubs, shower enclosures and toilets must be free from chips, scratches or other large breaks in the non-porous surface. (Large is defined as the size of a quarter or larger for chips, and longer than 1/2" for scratches.)

All drains, handles, overflows and other plumbing must to be free of rust and signs of deterioration.

Bathrooms:

All bathrooms must be separated from food preparation areas by a tight fitting door. Toilet enclosures must be a minimum of 30" in width and have a minimum of 24" in front of the toilet.

All bathroom electrical outlets must be equipped with ground fault circuit interrupters.

At least one outlet with a ground fault circuit interrupter must be located adjacent to the wash basin.

Electrical

All habitable rooms must have a minimum of 3 duplex outlets, or 2 duplex outlets and one fixture, evenly spaced throughout the room.

Kitchens

Countertop outlets on a sink wall within 6' of a water source must have a ground fault circuit interrupter.

Roofs

More than three layers of shingles on the roof is prohibited.

Chimneys

All newly installed chimneys in existing structures must be lined.

Adequacy of Heating

All units must be equipped with a heat source capable of maintaining a temperature of 70° at a height 3' above the floor in all habitable rooms, including the kitchen as a habitable room.

Plumbing

Gas lines must be plumbed with black metal pipe, not copper.

Water supply lines must be plumbed with metal pipe, not plastic.

Smoke Detectors:

All units must be equipped with an operable smoke detector.

1. On the ceiling or wall outside of each sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

All buildings with three or more units must be equipped with an operable fire extinguisher in each unit.

Substandard Buildings:

Any dwelling unit, or the premises on which the unit is located, in which there exists any of the following listed conditions shall be deemed to be a substandard building.

1. Hazardous Wiring. All wiring except that which conformed with all applicable laws in effect at the time of installation and which has been maintained in good condition and is being used in a safe manner.
2. Hazardous Plumbing. All plumbing except that which conformed with all applicable laws in effect at the time of installation and which has been maintained in good condition and which is free of cross-connections and siphonage between fixtures.
3. Hazardous Mechanical Equipment. All mechanical equipment, including vents, except that which conformed with all applicable laws in effect at the time of installation and which has been maintained in good and safe condition.

4. Faulty Weather Protection, which shall include but not be limited to the following: Deteriorated, crumbling or loose plaster; deteriorated or ineffective waterproofing of exterior walls, roof, foundations or floors, including broken windows and doors; defective or missing weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering; broken, rotted, split or buckled exterior wall or roof coverings.

When an unsafe condition exists through lack of, or improper location of exits, additional exits may be required to be installed.
5. Fire Hazard. Any building or portion thereof, device, apparatus, equipment, combustible waste or vegetation which, in the opinion of the housing inspector, is in such a condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause.
6. Faulty Materials of Construction. All materials of construction except those which are specifically allowed or approved by city code, and which have been adequately maintained in good and safe condition.
7. Hazardous or Unsanitary Premises. Those premises on which an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rat harborages, stagnant water, combustible materials and similar materials or conditions constitute fire, health or safety hazards.
8. Inadequate Maintenance. Any building or portion thereof which is determined to be an unsafe building in accordance with city code.
9. Inadequate Exits. All buildings or portions thereof not provided with adequate exit facilities as required by city code except those buildings or portions thereof whose exit facilities conformed with all applicable laws at the time of their construction and which have been adequately maintained an increased in relation to any increase in occupant load, alteration or addition, or any change in occupancy.
10. Improper Occupancy. All buildings or portions thereof occupied for living, sleeping, cooking or dining purposes which were not designed or intended to be used for such occupancies