



LANDLORD MANUAL

A Guide to the Housing Choice Voucher Program

**Augusta Housing Authority
33 Union Street, Suite 3
Augusta, Maine 04330
207-626-2357 Phone
207-626-2359 Fax**

Welcome to the Augusta Housing HCV Program

The Housing Choice Voucher (HCV) program is funded by the United States Department of Housing and Urban Development (HUD) and overseen by Augusta Housing. The HCV program provides rent subsidies to eligible low and very low-income families. Augusta Housing is dedicated to fostering partnership with landlords to provide quality, affordable, safe, and sanitary housing to Housing Choice Voucher participants. This manual was designed to assist owners and property managers in understanding and following the program rules for the Housing Choice Voucher program.

Our goal is to make this program a successful experience for all participants. Should you ever have any questions or concerns please contact our office using the alphabetical directory below.

Ron Bernard	HQS Inspector	Ron.Bernard@AugustaHousing.org	Ext 6
Nancy Hale	Community Aging In Place Supervisor & FSS Coordinator	Nancy.Hale@AugustaHousing.org	Ext 4
Logan McNeill	Housing Operations Manager	Logan.McNeill@AugustaHousing.org	Ext 3
Deb Park	Office Assistant	Frontdesk@augustahousing.org	Ext 1
Michael Hulsey	Executive Director	Michael.Hulsey@augustahousing.org	Ext 2
Danielle Thibodeau	Occupancy Specialist	Danielle.Thibodeau@augustahousing.org	Ext 7

Benefits of Being a Participating Landlord

Steady Monthly Cash Flow - The rent subsidy or the Housing Assistance Payment (HAP) is direct deposited regularly into your bank account on the second business day of the month.

Less Turnover - Once families find a good place to live, they tend to stay, which translates to less turnover. As a result, landlords have fewer operating costs and are able to make more of a profit.

Regular Inspections - These inspections ensure safety hazards are detected, permitting you peace of mind as well as helping you protect your investment.

Positive Community Presence- You get to help people into safe, affordable housing which in turn helps your community.

Responsibilities and Relationships

Our job as the Public Housing Authority (PHA) is to ensure tenants and owners comply with the program rules, inspect units to ensure health and safety requirements are being met, and to make Housing Assistance Payments to owners on behalf of the HCV recipient.

Tenants must provide Augusta Housing with accurate information. Tenants must take responsibility for the upkeep of their rental unit and at all times comply with the lease and Augusta Housing policy. They are responsible to pay their portion of the rent in a timely manner.

As a Landlord your job is to screen the potential renter. Is this person or family a good fit for your unit? Check references prior to submitting a request for tenancy approval. Upon request Augusta Housing can supply you with previous addresses and landlord information if known to us.



Owners must comply with state and federal fair housing laws, discrimination is not permitted. Owners must maintain the housing unit and comply with the HAP (Housing Assistance Payment) contract. Owners must also be prepared to enforce the lease.

How to Get Involved with HCV

Public Housing Authorities are not permitted to steer tenants to specific units or owners. We can and do offer lists of available units as they become known to us.

Landlords or Tenants may take the initiative to start the process. Owners can list their units on www.MaineHousingSearch.org, a free marketing tool for Maine property owners. Owners interested in participating in the HCV program can indicate this when registering their units with the listing service. HCV participants seeking housing are referred to this on-line list to search for a rental unit which meets their needs.

Owners may register their rental properties online at www.MaineHousingSearch.org or by calling 1-877-428-8844 where they are asked to provide the following information:

- Owner name and phone number(s)
- Management agent name, address, phone number
- Date unit will be available
- Number of bedrooms in the unit
- Amenities
- Rental amount expected
- Handicapped-accessible features
- Willingness to participate in the Section 8 HCV Program.
- Any other information about the property that the landlord deems important or helpful.

If you elect not to utilize this free marketing tool a potential tenant may locate you through alternative methods. A potential tenant with a Housing Choice Voucher may be interested in renting from you. When this happens it is time for you to start your screening process to ensure the potential tenant is a good match for your building. Owners and tenants will negotiate rent and security deposits.

Once all terms have been negotiated you will complete a landlord packet also known as a RFTA (Request for Tenancy Approval) with the potential tenant. All HCV recipients have attended a tenant briefing at which time they were given a voucher and a RFTA. A copy of your lease must also be provided. Your lease must comply with state and local law and be for an initial term of one year. For a copy of the Maine State Attorney Generals blank lease please visit

https://www.maine.gov/tools/whatsnew/index.php?topic=AGOffice_Consumer_Law_Guide&v=article&id=279
[35](#)

Voucher Payment Standards

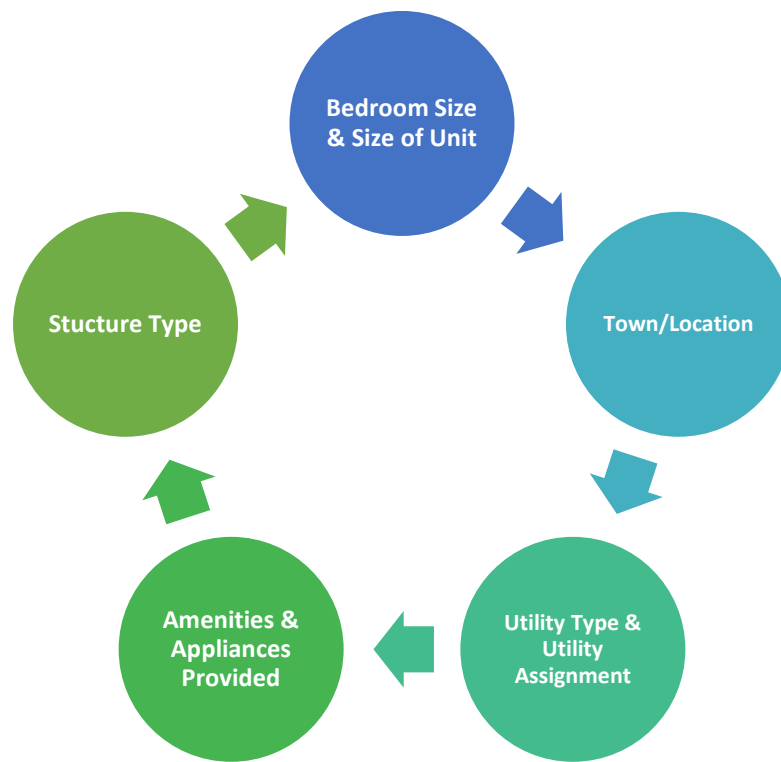
Augusta Housing adopts a payment standard schedule for each area that we administer. This schedule is based on HUD's published fair market rents (FMR). The payment standard is the maximum monthly subsidy payment based on household composition, unit size, and location.

When we receive your RFTA we will conduct a financial test to ensure the requested rent is reasonable and affordable for the potential tenant. We will contact you if one of these criteria have not passed the initial test.

Rent Reasonableness

Augusta Housing’s responsibility is to ensure that rents charged by owners are reasonable in relation to rents currently being charged for comparable units in the private unassisted market. The location, quality, size, unit type, and age of the unit as well as any amenities, housing services, maintenance and utilities that are provided by the owner are considered. Augusta Housing is not permitted to assist you in determining your rent. We recommend comparing your unit to other unassisted units with the same building type and bedroom size for ideas on determining your rent. If you own a building with four or more units the rent you charge cannot be higher than other unassisted units in the building.

When we receive your RFTA we perform a rent survey to determine the reasonableness of the rent you requested following HUD guidelines and fair market values. Augusta Housing will compare your rent to at least three other units currently available on the market. We evaluate your rent request in relation to the criteria below.



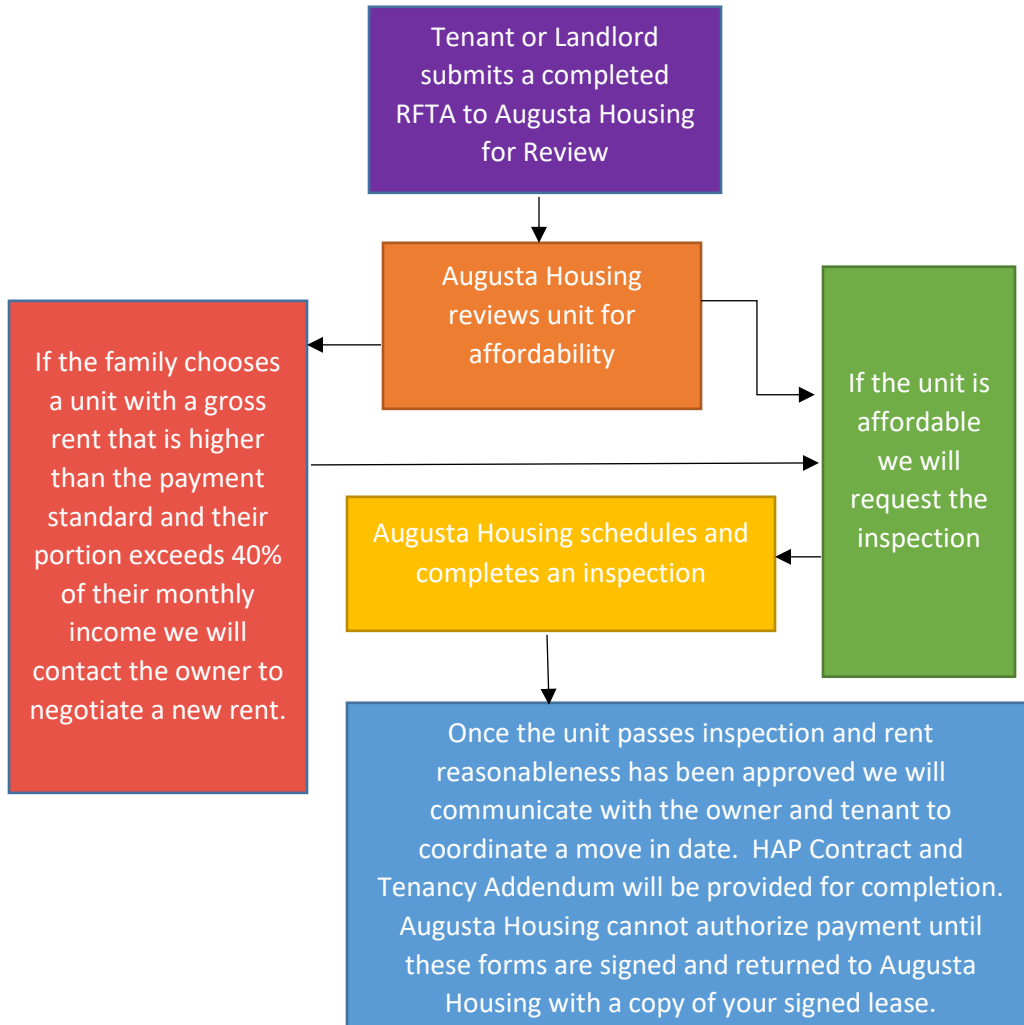
Once the rent has been established and a HAP contract signed you must continue to rent the unit at the agreed upon rent for one year. You may increase your rent after the first year of the lease. Landlords are required to provide 60 days written notice of the rent increase request to both the tenant and Augusta Housing. We will perform a rent reasonable test at the time of your request. If we cannot find 3 comparable units, you will be given the opportunity to do so. If both the landlord and Augusta Housing are unable to locate 3 comparable units the original rent increase request will be denied or we can negotiate further for a reduced rent increase. This is the same process for initial lease up requests as well. Whenever in doubt call our office for assistance.

Maximum Rent at Initial Occupancy

Gross rent is the rent the owner is asking plus the utility allowance for utilities designated to a tenant. If the gross rent for the unit is greater than the payment standard for the family, the family share cannot exceed 40% of their adjusted monthly income.

Steps for Approval

The following diagram shows the steps required for Housing Choice Voucher participants to be approved for move-in:



HQS Inspections

United States Department of Housing and Urban Development regulations require all Public Housing Authorities (PHA's) to inspect units to ensure that they are in safe, decent, and sanitary conditions in accordance with federal Housing Quality Standards (HQS). A unit cannot be placed under contract or be released payment until it has passed inspection. Please remember an inspection cannot take place unless someone 18 years or older is present.

There are four types of HQS inspections performed by Augusta Housing:

Initial Inspections

The initial inspection is conducted prior to the family moving into a unit or for a change of dwelling. An approval for move-in is not given until the unit passes inspection and the rent survey is conducted. We strongly urge landlords not to allow a move in prior to Augusta Housing approval. Payment will not be made for the days a tenant resided in a unit prior to Augusta Housing approval. There are steps that have to be followed in order for you to receive payment from Augusta Housing under HUD regulations. Payment will only be authorized for a passed unit with a contract. We will not issue retroactive payments. Keep in mind that if your unit does not pass inspection there is no contract which means no money and potentially a tenant who cannot afford your unit. Initial Inspections are requested once the Request for Tenancy Approval (RFTA) is accepted by Augusta Housing.

HQS Inspection focuses on, but is not limited to:

<u>Interior</u>	<u>Exterior</u>
<ul style="list-style-type: none">• Doors• Ceilings• Electrical & Plumbing• Windows• Flooring• Smoke alarms/CO2 Detectors• Bedroom size• Paint• Serviced Heating Unit• Egress	<ul style="list-style-type: none">• Paint• Screens/Cover spaces• Physical Appearance• Windows• Roofing• Railings• Outside Area

Annual Inspections

Each unit under contract must be inspected annually, prior to the expiration of the lease. The landlord and tenant will be notified by mail 7-10 days before the scheduled date of the inspection. Deficiencies for which a unit may fail the inspection fall into two categories: 1.) Immediate threat to health and safety and 2.) Not of immediate threat. Conditions presenting an immediate danger or threat to tenant health or safety are considered emergencies and must be corrected within 24 hours of notification. HQS inspectors perform a compliance inspection to confirm correction of these conditions within 24 hours of the initial inspection. Conditions which do not present an immediate danger to tenants must be corrected within 30 days of written notification. Requests for extensions must be requested in writing and are approved on a case by case basis.

You can always contact our inspector if you have questions regarding failed items. You may also request a copy of the inspection at any time.

The following is a list of major “emergencies” and must be corrected within 24 hours. This list is not all inclusive:

- Broken locks on first floor window or doors
- Smoking or sparking electrical outlet
- Major plumbing leaks or flooding
- Natural gas leak or fumes
- Electrical situation which could result in shock of fire
- No running water (regardless who’s responsible for the water bill)
- Utilities shut off (regardless who’s responsible for the electric bill)
- Broken glass where someone could get cut
- Obstacle preventing access to unit
- Missing light bulb, or globe
- Missing or broken CO2/Smoke Detectors

Anything that would be considered an imminent life safety issue will fail a unit. The inspection reports will note whether needed repairs are tenant's or the owner's responsibility. If the unit fails the compliance inspection, the housing assistance payment will be abated regardless of who has the responsibility.

Special Inspections

Special Inspections are in response to complaints made to the Housing Choice Voucher program which may originate from written or oral complaints from the owner or property management, the tenant/client, neighbors or other agencies. HQS violations must be corrected within 30 days for non-emergency conditions. For emergency conditions, violations must be corrected within 24 hours of notification.

Quality Assurance Inspections

Quality Assurance Inspections are conducted by Augusta Housing to assure quality and consistency in our inspection practices. Augusta Housing selects a percentage of recently inspected units to reinspect. This ensures that our inspections are being completed properly and we are providing optimal quality service to you the owner.

For all inspection types owners will receive written notification of the date and time of the unit inspection. Please prepare the unit for inspection prior to an inspector's arrival. This will save you time and prevent delays in beginning or continuing the HCV tenant's rental assistance. For more information regarding how to prepare for an inspection please review the HUD booklet *A Good Place to Live!* Or refer to Augusta Housing's Move In Inspection Checklist.

It may take more than one inspection to pass your unit regardless of the inspection type. We encourage you to ask questions while the inspection is being conducted or contact us with further questions that arise after the inspector has left.

Important Notice to Owners of Mobile Homes

The U.S. Department of Housing and Urban Development (HUD) has reiterated its position that all mobile homes occupied by tenants subsidized by the Housing Choice Voucher program must be tied down. The HUD Code, in Section 3802.306 states that "all homes need either to be tied down to properly designed and installed ground anchors or installed upon a foundation that is engineered to resist the loads specified in the HUD Code". It is not possible to resist the wind load requirements for any Wind Zone by simply setting a home on a stack of concrete blocks.

Clarifications of HUD Requirements

As part of our administration of Housing Quality Standards, Augusta Housing has adopted housing quality inspection and performance standards of particular importance:

AHA will require adherence to the state law requiring that heating systems be capable of maintaining 68 degree temperature 5 feet from the floor and 3 feet from exterior walls when the outside temperature falls to -20 degree Fahrenheit.

All oil and gas furnaces and boilers must be serviced annually and a dated inspection tag must be affixed to the burner or hung in the immediate vicinity.

Hard-wired smoke detectors must be installed on all floors including the basement in units in apartment buildings with 3 or more Units. In buildings with one or two units, at least one battery-operated smoke detector is required. "Approved single station or multiple station smoke detectors continuously powered from the building electrical system shall be installed in accordance with 76.2.9. in every living unit within the apartment building regardless of

the number of stories number of apartments. When activated, the detector shall initiate an alarm that is audible in the sleeping rooms of that unit. This individual unit detector shall be in addition to any sprinkler system or other detection system that may be installed in building."

Deteriorated interior and exterior surfaces must be treated and stabilized using lead-safe work practices as appropriate. A deteriorated surface is paint or any other coating that is peeling, chipping, chalking or cracking or otherwise damaged or separated from the substrate

Any required lead-based paint testing will be conducted by a certified lead based paint inspector. Augusta Housing will not abate Housing Assistance Payments if the Owner is complying with the State plan for treatment. If the Owner fails to comply with the State plan, Augusta Housing will abate the Housing Assistance Payments retroactive to the expiration date of the original 30-day notice. . (Treatment and repainting will be in accordance with 24 CFR Part 35 et al., Final Rule, and any subsequent Notices or addendums to the September 15, 1999 concerning lead-based paint abatement).

Working ground-fault circuit-interrupter (GFCI) protection must be installed for all outlets in the following locations: bathrooms, outlets installed to serve countertops in kitchens, outdoors (must also be covered), crawl spaces at or below grade, garages and accessory buildings located at or below grade, sinks in areas other than the kitchen where receptacles are installed within 6 feet of the outside edge of the sink.

When a unit is found to contain windows that do not provide a minimum clear area of 5.7 square feet and therefore do not meet the NFPA 101 Life Safety Code, yet the Housing Inspector and the tenant agrees that the windows currently in the unit are adequate for an emergency exit, AHA will require that the Inspector, Tenant and Landlord all sign AHA's Attachment A to the Housing Quality Inspection Form. Such Attachment will state that the owner and tenant have been notified that the unit does not meet the code. It will further state that although Augusta Housing Authority strongly urges the owner to make attempts to comply with NFPA 101, the owner is ultimately responsible to local or statewide codes and may consider the required rehabilitation to be unreasonable and/or a financial hardship.

Carbon monoxide detectors must be installed within 15 feet of all bedrooms and be powered by both electrical service and battery backup.

Augusta Housing inspectors will not conduct an HQS inspection without a person 18 years of age or older present in the unit.

All basements and utility rooms must be accessible at the time of inspection.

Double-key deadbolt locks are not allowed to be installed for any egress door of a unit.

All work on units resulting from a failed inspection must be completed by a state licensed professional if so required by state law. This includes, but is not limited to, electrical, plumbing, and oil and solid fuel as applicable. Augusta Housing reserves the right to request that owners provide written documentation of professional completion.

Abatements

A rental unit must pass a Housing Quality Standards inspection every year in order to continue to receive Housing Assistance Payments (HAP). Abatement means there is no rental subsidy payable for the days the unit is out of HQS compliance. An owner is notified of all failed items and given a reasonable amount of time to make repairs. If the repairs are not completed in the time given, Augusta Housing will notify the owner that the rent subsidy is in abatement. Abatement notification letters will be certificate of mail, copying the tenant.

During the abatement period the owner can only collect the tenant's portion of the rent. The tenant is only responsible for their portion of the rent. You cannot ask the tenant to pay for any part of the abated HAP subsidy. The abated HAP subsidy cannot be reimbursed, or compensated at any future date.

An abatement can be ended if the owner makes the repairs timely. If the owner fails to make the repairs the tenant is issued a voucher to move and the HAP contract is ended.

Example of Abatement (Time Flow)

An inspection occurred on **September 28** having 30-day failures the owner must repair.

A failure notification letter was sent the following day to the owner, copying the tenant, indicating the failed items must be corrected no later than **October 28**, or 30 days from the date of the September 28 inspection.

For this example: The re-inspection took place and the failures were not corrected.

On the first day of the following month, or on **November 1**, the HAP abatement period began (**Nov 1 through Nov 30**). During this period the HAP payment was not paid, but the HAP contract remained in effect. The tenant was responsible for only their portion of the rent.

If failures were corrected while the HAP Contract was still in effect, payments would begin again as of the date of the correction. However, for the time in which the unit remained out of HQS compliance, the HAP dollars were forfeited, and not reimbursed at any future date.

For this example: Failures were not corrected during abatement period.

Therefore, **on December 1** the HAP contract automatically terminated.

Augusta Housing issued a voucher effective **December 1** to the tenant to move, (*unless it was previously revealed by the owner that he/she was not going to correct the failures, in which case, Augusta Housing immediately issues a voucher to the tenant*).

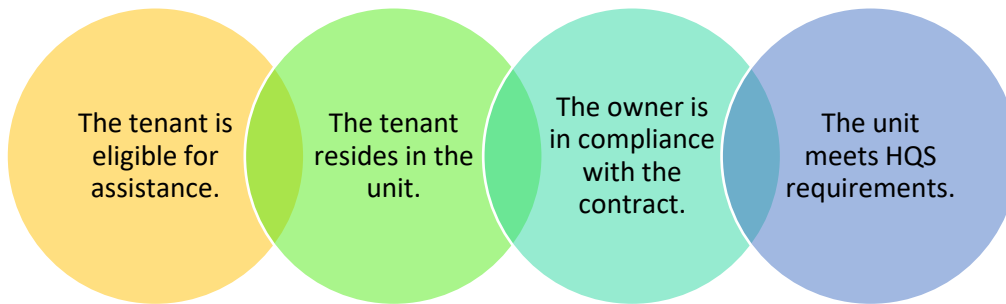
Entering into a HAP Contract

Once the unit has passed the Housing Quality Standards inspection and all the required documents have been completed you will enter into a Housing Assistance Payment contract with Augusta Housing, and complete your lease with the tenant. Payments will be authorized for the 2nd business day of the month following the month of the move in.

Example: Tenant moves in on July 15. Your first payment will be the second business day of August for both prorated July rent and the full August rent.

The family is responsible for paying the difference between our HAP payment and the total rent to owner. It is the owner's responsibility to collect this rent.

HAP payments will continue as long as:



Changes in Payments

Augusta Housing will provide written notice to the family and owner if the family's portion of the rent changes. We try to give 30 day's written notice to both parties. In some cases Augusta Housing is not notified of a change until after we have already made payment to an Owner. (Loss of Income, etc.) In this case notification to both parties will be made as soon as we are notified and underpayments or overpayments will be remedied in the next pay cycle.

Example: Tenant lost job in August and isn't able to verify this until September. We have already issued payment for September but we will adjust the September rent to reflect the client does not have income. We will pay the additional amount due to the owner during the October pay cycle.

Terminations

Augusta Housing can terminate a tenant's HCV assistance for various reasons. If Augusta Housing terminates assistance to a family we will provide the owner with advance written notice of the termination and the HAP contract for the family will terminate automatically or after a hearing has been conducted.

Owner Obligations

Abandoned Unit: You need to report a tenant who abandons their unit immediately. Augusta Housing is not permitted to pay on a unit a tenant does not reside in. To prevent any overpayment, report the abandonment of your units as soon as you are aware. Do not accept payment for a vacant unit.

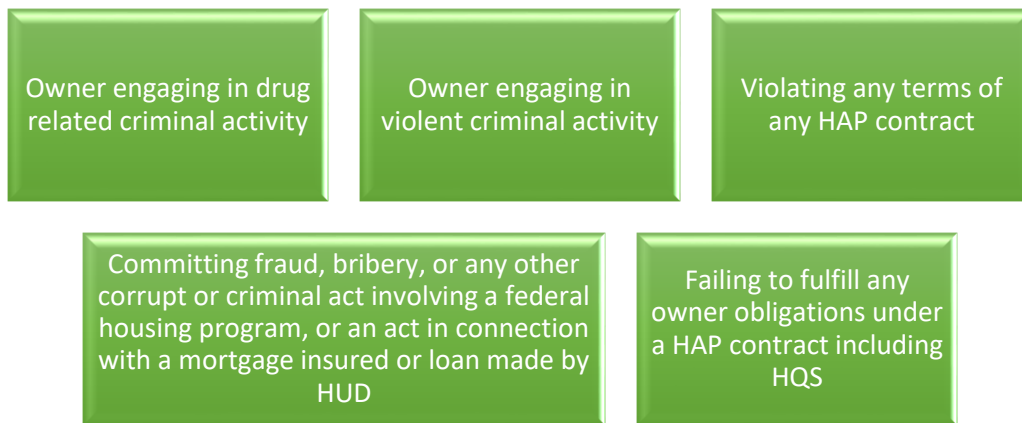
For information on how to handle the property in an abandoned unit please visit Title 14 section 6013 of the Maine Revised Statutes found on

<http://legislature.maine.gov/legis/statutes/14/title14sec6013.html>

Adding Members: A tenant may only add adult household members with written approval from the owner, AND approval from Augusta Housing. Each person residing in an HCV household has to pass a strict screening process. There are rules they need to agree to prior to moving into a unit and becoming a part of the assisted family. Addition of a child does not need to be approved; Augusta Housing still needs notification of this.

Annual Inspections: HUD requires that assisted units are inspected at least once a year. Augusta Housing will provide advance written notice of the date and time of the annual HQS inspection. Written notice of the inspection results will be provided to the owner. If the unit does not pass the annual HQS inspection, you will be given reasonable time to make any repairs. Failure to make repairs in a timely matter will result in an abatement of payment, and possible forced move out of your tenant from the abated unit.

Breach of Contract: Augusta Housing has the right to terminate tenancy if we determine that an owner has committed a breach of the HAP contract. The following activities are considered a breach of contract:



Changes to Lease: If an owner and their tenant agree to any changes in the lease, the change must be in writing, and all change requests need to be submitted to Augusta Housing. The following changes may require Augusta Housing approval:

- Any change in tenant or owner responsibilities for utilities or appliances.
- Any changes in the term of the lease.
- Any moves from one unit to another.
- New contracts.

Change of Ownership: If a current owner sells a property leased by any HCV tenants the owner must notify Augusta Housing prior to the closing and sale of the property. The HAP contract cannot be assigned to a new owner without prior approval from Augusta Housing. You are required to notify Augusta Housing if you put the property up for sale and we will provide you with the necessary forms to complete at your closing to transfer ownership of this building and any existing HAP contracts.

Compliance with HAP contract: Augusta Housing shall not pay a housing assistance payment unless the owner has complied with all provisions of the HAP contract.

Deceased Tenant: Should a tenant pass away while residing in your unit you are required to notify the housing authority the day you are notified. We are not permitted to pay on a unit once the last remaining tenant passes away. If there are remaining tenants we have to work with the family to change the head of household over to the remaining family member.

Evictions: If for any reason you serve a tenant with an eviction notice or notice to quit, you are required to also submit this document to Augusta Housing. We will need to review these documents to determine if any family obligations have also been violated.

Owners may terminate in accordance with their lease and HUD requirements for:

- Serious or repeated lease violations, failure to pay rent, violations of federal state or local law in connection with occupancy or use of unit and premises, criminal activity, drug abuse, alcohol abuse if it threatens the health and safety or right to peaceful enjoyment by other residents, disturbing the neighbors, or destruction of property.
- After the first year of residency the owner may terminate for failure by the family to accept new or revised lease offers, the owner decides to reside in the unit or utilize the unit for a purpose other than residential rental, or business economic reasons such as the sale of the property, renovation of the unit, or desire to lease the unit at a higher rental amount.
- An owner cannot terminate tenancy because Augusta Housing does not make a housing assistance payment or if that payment is late. Augusta Housing is held responsible for payments to the owner through the HAP contract unless the unit is in abatement, or the owner has an overpayment with our housing authority.

Foreclosure: Owners may not evict a tenant due to foreclosure. If you have purchased a foreclosed property that has existing HCV tenants you must follow federal law. Tenants residing in a foreclosed property have the right to remain in the unit and cannot be evicted until the end of the lease term, except for actions that the household has taken which constituted good cause to terminate. If the lease ends in less than 90 days the new owner may not evict without giving at least 90 days written notice. Wanting the unit vacant before selling the building is not good cause. If the new owner who acquired the property wants to use the unit as his or her primary residence, that owner may give a tenant 90 day notice to vacate even if the lease runs longer.

Fraud Prevention: As an owner or property manager it is important that you report cases of fraud to Augusta Housing as soon as you become aware. It is not permitted for a Housing Choice Voucher recipient to move unauthorized people into their home without Augusta Housing and Owner approval. A resident has to use the assisted unit as their only place of residence. HCV recipients can not engage in drug-related criminal activity, violent criminal activity, illegal use of controlled substances, or abuse of alcohol that threatens the health and safety of right to peaceful enjoyment of the premises by other residents. Report suspected fraud to Augusta Housing 207-626-2357 ext. 3 or HUD Office of Inspector General 1-800-347-3735.

Maintenance of Unit: The owner is responsible for the normal maintenance and upkeep of a unit. Repairs should be made in a timely manner. Periodic inspections should be conducted by the owner/property manager.

Modifications: Owners must allow a person with disability to make reasonable modifications to the person's dwelling to fully enjoy the dwelling. The tenant must pay for the modification, the maintenance and repair of the modification and can be required to restore the dwelling to its original condition before the modification when the tenant vacates the dwelling.

Nondiscrimination: Landlords cannot refuse to show or rent property or impose different terms or conditions on the basis of race, color, religion, gender, sexual orientation, national origin, ancestry, age, physical or mental disability, familial status, or the receipt of any kind of public assistance. This applies to all housing offered for rent, including apartments, single-family homes and other dwellings, except certain owner occupied dwellings and dwellings rented by a religious organization to its members unless the discrimination is based on race, color, or national origin.

Landlords can restrict the number of occupants in a dwelling based on the size of the dwelling so long as the restriction is consistent with all federal, state, and local requirements.

Generally, landlords cannot ask tenants or housing applicants about their race, color, religion, gender, sexual orientation, national origin, ancestry, age or whether they have or the nature of their disability. Some exceptions apply with respect to persons with disabilities and housing specifically designated for persons who are elderly. If you want more information about fair housing please contact Maine Human Rights Commission 207-624-6290 or the Office of Fair Housing and Equal Opportunity 1-800-827-5005.

Owner Role: The owner is not permitted to be an agent/employee of Augusta Housing. The HAP contract does not create or affect any relationship between Augusta Housing and any lender to the owner or any suppliers, employees, contractors, or subcontractors used by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

Rent Increases: You may increase your rent after the first year of the lease. Landlords are required to provide 60 day notice (in writing) of the change to both the tenant and Augusta Housing. We will perform a rent reasonable test at the time of your request. If we cannot find 3 comparable units, you will be given the opportunity to do so. If both the landlord and Augusta Housing are unable to locate 3 comparable units the original rent increase request will be denied and we can negotiate further for a reduced rent increase.

Required Documents: Owners are required to complete the IRS W-9 form providing their Social Security number and/or Tax ID Number for Corporation, They must also fill out the following forms:

- **Request for Tenancy Approval Form (RFTA).** Provides basic information regarding the unit, including its location, size, the rent amount and utilities and appliances provided by the owner. This form is executed by both owner and prospective tenant. The entire form must be completed in order for us to determine if the unit is affordable for the client. Missing information only delays the process.
- **Lease incorporating a Tenancy Addendum** Augusta Housing will provide the Tenancy Addendum at lease up for you to include with your lease. A signed lease and tenancy addendum will be required once the move in has been approved.
- **Relative Policy** Under no circumstance can a landlord reside in a federally subsidized unit for which that landlord is receiving subsidy on the behalf of the tenant family, regardless of relationship. The landlord cannot be related to any of the household members receiving HCV assistance without a reasonable accommodation approved by Augusta Housing. The owner including a principal or other interested party cannot be the parent, child, grandparent, grandchild, sister, or brother of any member of the family unless a reasonable accommodation has been approved. A family cannot own nor have any interest in the unit.
- **Lead Paint Hazards Form** Required document completed by both tenant and owner prior to RFTA approval.
- **Direct Deposit Form & Owner Information Sheet** Completion of this form is required for you to receive payment.

Screening: The owner is responsible for screening the family's behavior or suitability for tenancy. Augusta Housing is not responsible for such screening. Augusta Housing has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

Service Animals: Owners must allow a person with a disability to have a service animal unless the service animal is unsafe or overly disruptive. The landlord can ask the person to provide verification of the person's disability and need for the service animal unless it is obvious and to provide evidence that the service animal has been prescribed or trained. This requirement does not apply to two-family dwellings if one of the units is occupied by the owner.

Side Payments: It is illegal for an owner or property manager to ask for additional payments to cover a rent amount higher than approved by Augusta Housing. All additional payments must first be approved by Augusta Housing.

Tenant Violating Lease: Ask yourself “What would you do if the tenant wasn’t an HCV tenant?” It is important to remember to treat all of your tenants the same, whether or not they have a voucher. We cannot police your lease.

It is important to keep the communication with Augusta Housing open. In the event you do supply a Housing Choice Voucher tenant notices such as Notice to Quit, Eviction, or other such warning documents, you must also supply a copy to Augusta Housing. The tenant may be violating HUD rules and that does require our attention.

Tenant Moves (Same Owner): The contract you signed is for the inspected unit only. If you want to move your tenant to another one of your units, you must notify Augusta Housing. We will send you a new Request for Tenancy Approval and perform the same tests we did when the tenant moved into your original unit. Provided the new unit meets affordability, and rent reasonableness an inspection will be requested. The new unit will need a new passed inspection, lease, and contract BEFORE the tenant can move in. HUD will not pay on a unit that has not passed inspection.

Tenant Moves (Different Owner): A tenant is required to submit a 30 day written notice to move, to both you and Augusta Housing. We will also require written proof that you received this notice from your tenant. We will send you a copy of the tenant’s 30 Day Notice/Tenant in Good Standing document for you to complete letting us know if the tenant has damaged the unit or owes you money. If the tenant is in good standing we will assist them with a move. Tenants are required to remain in a unit for at least one year before giving notice to move. Under certain circumstances you and the tenant can mutually agree to release the tenant from the lease early. Augusta Housing would need written verification of this as well.

Violence Against Women Act (VAWA): Violence against Women Act of 2005 (VAWA) impacts admission and evictions of victims of domestic violence in federally funded properties.

In January 2006 VAWA was amended to make it illegal for properties receiving federal funding to evict a resident or refuse to admit an applicant because that person was a victim of actual or threatened domestic violence, including dating violence or stalking. As a landlord, if an applicant or resident claims to be a victim of domestic violence you need to know your primary obligations under VAWA to ensure you do not inadvertently deny housing to someone who might appear unsuitable, but is, in fact, a victim.

- ✓ Must not deny persons housing due to their status as a victim of domestic violence.
- ✓ Must not evict persons for criminal activity directly related to the domestic violence.
- ✓ If the abuser has violated the lease, the lease should be bifurcated (separated) so the abuser can be evicted without disrupting the housing of the victim.
- ✓ Landlords are permitted to evict a victim of domestic violence for reasons not related to the domestic violence or if the domestic violence represents an actual or immediate threat to other tenants or those employed at or providing service at the property.
- ✓ Must respect the right to confidentiality with respect to the status of an individual in that their identifying information may not be entered into a shared database and must be kept confidential.
- ✓ Landlords can “bifurcate” or separate their leases. This means that even if a lease is in both names, or solely in the batterer's name, a landlord may put the lease in the victim's name and evict the batterer without disrupting the housing of the victim.

Housing Authorities/landlords may (but are not required to):

- ✓ Require certification or written verification from an applicant or resident who claims to be a victim of domestic violence. Certification can be entered on HUD Form -50066, a police or court record or from an attorney or medical professional from whom the victim sought assistance. If from an attorney/medical professional, that professional must swear under penalty of perjury that the professional believes the
- ✓ incident(s) are bona fide incidents of abuse.
- ✓ Allow victims to move to another jurisdiction with their Section 8 voucher, even if such a move would normally be a violation of the program, if the person has complied with other obligations of the program, and if the move is necessary to protect the health, well-being or safety of victim.
- ✓ Establish a priority for victims in applications. If a priority is established, Housing Authorities may use stricter documentation requirements to establish proof that an applicant is a victim.
- ✓ Provide emergency transfers to victims of domestic violence.

HOW TO SUCCEED WITH HCV

We both value and appreciate our landlords. We understand that being a landlord is often a thankless job. By taking these steps your job will become easier:

- Screen your tenants
- Maintain the quality of your units
- Follow the rules of the HAP contract and Tenancy Addendum
- Enforce your lease
- Work with Augusta Housing to resolve any issues



The easiest way to succeed with the HCV Program is to keep the lines of communication open. Staff are available Monday through Friday to assist you with your needs. By communicating questions and concerns you may have, you are ensuring a healthy working relationship with your tenant and Augusta Housing.