



Housing Provider Handbook

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Sacramento Housing and Redevelopment Agency

The Housing Choice Voucher (HCV) program (formerly known as Section 8) provides assistance to very low-income individuals and families to enable them to afford decent, safe, and sanitary housing in the private rental housing market. In Sacramento, the HCV program for the City and County of Sacramento (including all incorporated cities in the County) is operated by the Sacramento Housing and Redevelopment Agency (SHRA) acting as the Housing Authority of the County of Sacramento.

Our Mission

The Sacramento Housing and Redevelopment Agency's Mission Statement conveys the essence of the organization and serves as the foundation for our Vision and Goals. Our mission is to revitalize communities, provide affordable housing opportunities and to serve as the Housing Authority for the City and County of Sacramento.

Our Vision

Our Vision for Sacramento is a region:

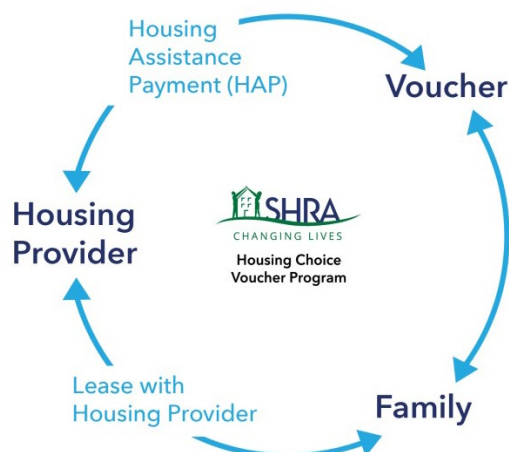
- Where all neighborhoods are excellent places to live, work and do business
- Where all people have access to decent, safe and affordable housing
- Where everyone can obtain a job and attain financial self-sufficiency

Our Goals

To help achieve our Vision, the Sacramento Housing and Redevelopment Agency is working to fulfill these goals:

- Develop, preserve and finance a continuum of affordable housing opportunities for Sacramento City and County residents
- Effectively and efficiently maintain Agency-owned housing by providing tenant-based rental assistance programs
- Revitalize lower income neighborhoods to create healthy and sustainable communities
- Promote economic development through strategic infrastructure and public facility improvements

HCV Program Relationships



Housing providers are our most important partners for the Housing Choice Voucher (HCV) program. We need landlords to help us house our 13,000 low income families in decent, safe and sanitary rental units available on the open market. The Housing Assistance Payment (HAP) Contract will be our partnership agreement. You will develop a separate lease agreement with your tenant that defines the tenant-landlord relationship.

How to submit documents

All forms and documents must be submitted by fax, office drop box, or by mail. **Please ensure that each document has the Tenant code, also referred to as the T-Code, written on the top of any submission.** This will ensure that the document gets routed to the correct case files and SHRA staff. All paperwork submissions are processed first-come, first served and are tracked in our system.

By mail: SHRA HCV Office, 630 I Street, Sacramento, CA 95814

By fax: 916-449-1285

Office: There is a drop box located outside 630 I Street, Sacramento, CA 95814. Documents can be safely deposited here as it is checked daily during business hours.



Help

If you have questions, please contact SHRA's customer service line at (916) 440-1390. Office hours are Monday-Friday from 8am-5pm. Inquiries can also be submitted via fax at 916-449-1285 or through the landlord portal.

Attend an Owner Orientation

We highly recommend attendance at the free Owner Orientation session to learn the basics of the HCV program and the responsibilities of the owner, tenant, and the Housing Authority. This is a good training for anyone who interacts with voucher holding tenants. At the interactive meeting, you can have your questions answered and receive helpful information on how to participate in the program, what is needed for your rental property to pass inspection, and what paperwork is required. Allow 2 hours for the orientation meeting.

Orientations are held online and interested parties can sign up on the HCV landlord page at www.shra.org.

Determine the Rent

Approvable rent is based on a calculation that takes several factors into consideration.

What is the payment standard for the area?

What is the tenant's income?

What is the utility allowance?

AND

Is the rent reasonable compared to similar unassisted units in the area?

Affordability Worksheet

We have an [affordability worksheet](https://portal.shra.org/HCVForms/AffWorksheet) on our website that can help in checking whether a rent amount is approvable -

<https://portal.shra.org/HCVForms/AffWorksheet>

You can use this worksheet to see what rent amount will be approvable for your unit before you list and any income qualifications you may want to set.

You do not have to enter any tenant code or name when using the worksheet, but it may require you to put in dates

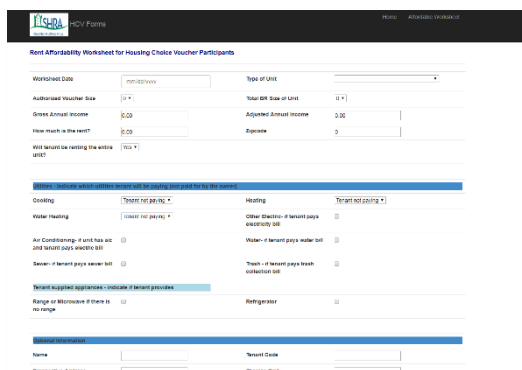
Example: Current date is 11/1/21 –
10/31/21 – Voucher Issue Date
11/2/21 – Voucher Expiration Date.

for “Voucher Issue Date” and “Voucher Expiration Date.” When

you are testing rent amounts before you have selected a tenant, just input dates that include the current date. The worksheet is making sure the voucher is current.

Payment Standards

The Payment Standard is the maximum amount of assistance a family can receive for **rent and utilities** and is based on the region's fair market rent and funding from The U. S. Department of Housing and Urban



Development (HUD). HUD **mandated** 24 jurisdictions in the country, including the Sacramento County Housing Authority (PHA), to determine payment standards by zip code.

2022 SHRA Payment Standards Effective 12/1/21

ZIP Code	Studio	One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom	Five Bedroom
95608	\$1,155	\$1,276	\$1,606	\$2,277	\$2,728	\$3,137
95610	\$1,210	\$1,342	\$1,683	\$2,387	\$2,860	\$3,289
95615	\$1,067	\$1,188	\$1,496	\$2,156	\$2,596	\$2,985
95621	\$1,188	\$1,320	\$1,661	\$2,354	\$2,827	\$3,250
95624	\$1,243	\$1,375	\$1,727	\$2,453	\$2,937	\$3,377
95626	\$1,441	\$1,595	\$2,002	\$2,838	\$3,399	\$3,908
95628	\$1,287	\$1,430	\$1,793	\$2,552	\$3,047	\$3,503
95630	\$1,606	\$1,782	\$2,244	\$3,190	\$3,817	\$4,389
95632	\$1,243	\$1,386	\$1,738	\$2,475	\$2,959	\$3,402
95638	\$1,188	\$1,309	\$1,650	\$2,343	\$2,805	\$3,225
95641	\$902	\$1,001	\$1,254	\$1,782	\$2,134	\$2,454
95652	\$1,067	\$1,177	\$1,485	\$2,112	\$2,530	\$2,909
95655	\$1,749	\$1,936	\$2,431	\$3,454	\$4,136	\$4,756
95660	\$1,111	\$1,232	\$1,551	\$2,200	\$2,640	\$3,036
95662	\$1,364	\$1,518	\$1,903	\$2,706	\$3,234	\$3,719
95670	\$1,100	\$1,221	\$1,529	\$2,167	\$2,596	\$2,985
95673	\$1,243	\$1,386	\$1,738	\$2,464	\$2,959	\$3,402
95683	\$1,815	\$2,013	\$2,530	\$3,597	\$4,301	\$4,945
95690	\$869	\$957	\$1,199	\$1,716	\$2,046	\$2,352
95693	\$1,210	\$1,364	\$1,716	\$2,453	\$2,970	\$3,415
95742	\$1,826	\$2,024	\$2,541	\$3,608	\$4,323	\$4,970
95757	\$1,804	\$2,002	\$2,519	\$3,575	\$4,290	\$4,933
95758	\$1,375	\$1,518	\$1,914	\$2,717	\$3,256	\$3,744
95811	\$968	\$1,067	\$1,342	\$1,903	\$2,288	\$2,631
95814	\$1,243	\$1,375	\$1,727	\$2,453	\$2,937	\$3,377
95815	\$1,045	\$1,155	\$1,452	\$2,068	\$2,475	\$2,845
95816	\$1,397	\$1,551	\$1,947	\$2,761	\$3,311	\$3,807
95817	\$1,056	\$1,177	\$1,474	\$2,090	\$2,508	\$2,884
95818	\$1,320	\$1,463	\$1,837	\$2,607	\$3,124	\$3,592
95819	\$1,463	\$1,617	\$2,035	\$2,893	\$3,465	\$3,984
95820	\$1,166	\$1,298	\$1,628	\$2,310	\$2,772	\$3,187
95821	\$1,045	\$1,166	\$1,463	\$2,079	\$2,486	\$2,858
95822	\$1,177	\$1,309	\$1,639	\$2,332	\$2,783	\$3,199
95823	\$1,045	\$1,166	\$1,463	\$2,079	\$2,486	\$2,858
95824	\$979	\$1,089	\$1,364	\$1,936	\$2,321	\$2,668
95825	\$1,144	\$1,265	\$1,595	\$2,266	\$2,717	\$3,124

ZIP Code	Studio	One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom	Five Bedroom
95826	\$1,155	\$1,276	\$1,606	\$2,277	\$2,728	\$3,137
95827	\$1,210	\$1,342	\$1,683	\$2,387	\$2,860	\$3,289
95828	\$1,144	\$1,265	\$1,595	\$2,266	\$2,717	\$3,124
95829	\$1,595	\$1,771	\$2,222	\$3,157	\$3,784	\$4,351
95830	\$1,496	\$1,661	\$2,079	\$2,948	\$3,531	\$4,060
95831	\$1,353	\$1,507	\$1,892	\$2,684	\$3,223	\$3,705
95832	\$1,353	\$1,507	\$1,892	\$2,684	\$3,223	\$3,705
95833	\$1,353	\$1,507	\$1,892	\$2,684	\$3,223	\$3,705
95834	\$1,265	\$1,397	\$1,760	\$2,497	\$2,992	\$3,440
95835	\$1,672	\$1,859	\$2,332	\$3,311	\$3,971	\$4,566
95837	\$1,254	\$1,320	\$1,694	\$2,387	\$2,882	\$3,314
95838	\$1,122	\$1,243	\$1,562	\$2,222	\$2,662	\$3,061
95841	\$1,100	\$1,221	\$1,529	\$2,167	\$2,596	\$2,985
95842	\$1,133	\$1,265	\$1,584	\$2,255	\$2,695	\$3,098
95843	\$1,342	\$1,485	\$1,870	\$2,651	\$3,179	\$3,655
95864	\$1,364	\$1,518	\$1,903	\$2,706	\$3,234	\$3,719

Utility Allowance

The utility allowance is an average estimated utility cost for the type, size and utility combination that the tenant would be responsible to pay. The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on an individual family's actual energy consumption.

The Request for Tenancy Agreement (RFTA) (refer to page 10 for more information on RFTA) completed by the landlord, informs the Housing Authority which utilities the family will pay. SHRA will add the HUD estimated cost to the rent amount to determine the family's cost to live in the unit.

Tenant's Income



Each voucher holder is responsible for a portion of their rent and utilities. They are responsible for paying 30% of their adjusted gross income which they will pay directly to their landlord. The minimum amount that any voucher holder can pay is \$0 towards their housing costs.

After applicants are determined income-eligible to participate in the Housing Choice Voucher Program, their rent portion, which may not exceed 40% of the household's monthly income (new tenants only), is calculated by Housing Authority staff. The applicant's rent portion is calculated based on the payment standard that applies to the applicant's required bedroom size.

If rent and the utility allowance is more than the payment standard, the tenant may make up the difference up to a total tenant contribution of no more than 40% of their adjusted gross income (AGI).

Rent Reasonableness

When a housing provider submits a Request for Tenancy Agreement (RFTA) listing the proposed contract rent, a rent reasonableness comparison (rent survey) is performed to determine the maximum contract rent. A database of rent comparisons provided by NELROD is used to compare the proposed rent to unassisted similar units (units that are not a part of any affordable housing program) that are in the same area. If a unit is above the market price of the area, the rent amount may not be approved.

To determine a comparable unit, the Housing Authority will consider the following:

- The location, quality, size, unit type, and age of the rental property.
- Any amenities, housing services, maintenance, and utilities provided and paid by the owner.
- Other comparable rental properties’ verifiable contract rent.
- Market conditions.

Is the rent approvable?

There are two formulas used to determine if the rent is approvable:

- Rent Reasonableness Determination Analysis which will compare the rent to similar units in the area.
- AND**
- If the tenant’s portion of rent + the utility allowance is less than 40% of the family’s adjusted annual income, the rent is approvable.

Example	Studio-0 Bedroom Apartment- Approvable	
	Asking rent	\$ 1,025
	Payment Standard	\$ 946
	Utility Allowance	\$ 78
	Tenant Total Portion	\$ 579
	40% of Tenant’s Adjusted Monthly Income	\$ 667
	Rent Reasonableness Determination Analysis	\$1,050

In the example, the tenant’s total portion of rent + utility allowance (\$657 total) is less than 40% of the tenant’s adjusted monthly income; AND the asking rent of \$1025 is less than Rent Reasonableness Determination Analysis Survey of \$1050. Therefore, this unit will be approvable for the participant.

If the gross rent amount (rent + utility allowance) is not approvable and you still want to rent to the family, you may do as follows:

- Reduce your rent
- Or
- Change the utility responsibilities

This will ensure that the tenant's portion of rent + the utility allowance is less than 40% of the family's adjusted annual income as long as the rent still meets the US Department of Housing and Urban Development's rent reasonableness standard.

Here are some different scenarios to show when rent would be approvable:

A landlord is asking for \$3250 for a 5 apartment in zip-code 95624 that has a payment standard of \$3377.

TTP- Total Tenant Payment (30% of adjusted monthly income)

AAI- Adjusted Annual Income

UA- Utility Allowance

40% - 40% of Adjusted Monthly income

Payment Standard-\$3,377 Asking Rent- \$3250	Family with \$0 in income TTP=\$0.00 40%= \$0	Family with \$5000 in Annual AAI TTP=\$125 40%= \$167	Family with \$10,000 in Annual AAI TTP=\$250.00 40%=\$333	Family with \$15,000 in Annual AAI TTP=\$375 40%= \$500	Family with \$20000 in Annual AAI TTP=\$500 40%= \$667	Family with \$25000 in Annual AAI TTP=\$625 40%= \$833
Utilities included in rent. Oven and Refrigerator provided UA= \$0.00	Rent is Approvable	Rent is Approvable	Rent is Approvable	Rent is Approvable	Rent is Approvable	Rent is Approvable
Water Sewer and Trash included in rent. Oven range and refrigerator provided. Cooking and heating is gas utility UA= \$175	Not Approvable	Not Approvable (A lowered rent of \$3243 would be approvable)	Rent is Approvable	Rent is Approvable	Rent is Approvable	Rent is Approvable
No utilities included in rent. Oven range and refrigerator provided. Cooking and heating is gas utility UA= \$292	Not Approvable	Not Approvable	Not Approvable	Not Approvable (A lowered rent of \$3210 would be approvable)	Rent is Approvable	Rent is Approvable

A landlord is asking for \$2480 for a 4 bedroom apartment in zip-code 95815 that has a payment standard of \$2475.

TTP- Total Tenant Payment (30% of adjusted monthly income)

AAI- Adjusted Annual Income

UA- Utility Allowance

40% - 40% of Adjusted Monthly income

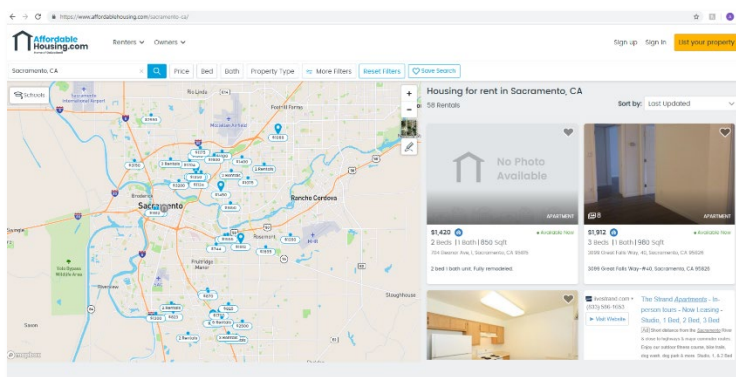
In this scenario, add \$14 (the asking amount above the payment standard) to the TTP to figure the tenant's portion of rent.

Payment Standard-\$2475 Asking Rent- \$2480	Family with \$0 in income TTP=\$0.00 40%= \$0	Family with \$5000 in Annual AAI TTP=\$125 40%= \$167	Family with \$10,000 in Annual AAI TTP=\$250.00 40%=\$333	Family with \$15,000 in Annual AAI TTP=\$375 40%= \$500	Family with \$20000 in Annual AAI TTP=\$500 40%= \$667	Family with \$25000 in Annual AAI TTP=\$625 40%= \$833
Utilities included in rent. Oven and Refrigerator provided UA= \$0.00	Not Approvable (A lowered rent of \$2475 would be approvable)	Rent is Approvable	Rent is Approvable	Rent is Approvable	Rent is Approvable	Rent is Approvable
Water Sewer and Trash included in rent. Oven range and refrigerator provided. Cooking and heating is gas utility UA=\$153	Not Approvable	Not Approvable	Not Approvable	Not Approvable (A lowered rent of \$2447 would be approvable)	Rent is Approvable	Rent is Approvable
No utilities included in rent. Oven range and refrigerator provided. Cooking and heating is gas utility UA= \$268	Not Approvable	Not Approvable	Not Approvable	Not Approvable	Not Approvable	Not Approvable (A lowered rent of \$2415 would be approvable)

List your Property

The best way to notify voucher holders about your unit availability is to list your property online at www.affordablehousing.com at no charge. Voucher clients use the site to look for housing and are quick to contact your new listings. You will be able to log in and manage all of your listings on this site with ease. You can always list on other property listing sites as well.

SHRA has a housing locator on staff who can partner with you to inform qualified voucher holders of your listings and can help connect you to these potential tenants. You can send information about your listings and selection criteria to April Overlie at aoverlie@shra.org



To begin the process on Affordablehousing.com, just hit the green button in the right corner "List Your Property." This will prompt you to sign in/sign up.

Advertising Tips:

- Make sure all advertisements abide by Fair Housing laws to protect your business.

- Include selection criteria so potential tenants know if they would be considered in the application process.

Select your Tenant

The landlord is responsible for screening potential tenants. Thorough screenings may help reduce tenant-landlord issues. It is advised that selection criteria be written and reviewed to ensure that it abides by Fair Housing guidelines. When accepting voucher recipients, minimum income screening requirements may need to be adjusted or waived as all families are low income.

The Housing Choice Voucher program provides owners guaranteed rental payments and protection from families' financial hardships reducing risk of non-payment of rent due to inability to pay. As of January 1, 2020, Housing Choice Vouchers became a protected source of income in the State of California. As long as a candidate meets the rental qualifications for a unit and the rent is both affordable and rent reasonable, a voucher holder should be considered as a potential tenant.



Submit a "Request for Tenancy Approval" (RFTA)

Once the landlord agrees to rent a unit to a program participant, the landlord is provided with a [Request for Tenancy Approval](#) (RFTA) which must be completed and returned. The information provided on the RFTA determines if the participant is eligible for the unit selected. The participant (or landlord) will return the completed RFTA to the Housing Authority for processing.

The RFTA can be filled out either hard copy or via DocuSign. RFTA's cannot be currently turned in via email in order to protect the owner's personal information.

Voucher Issuance

When a family is determined to be eligible for the program and funding is available, the Housing Authority issues a Housing Choice Voucher. The family receives the voucher at the tenant briefing and can begin looking for a unit.

Review the Voucher - Check the expiration date to determine whether the voucher is still valid. Vouchers expire 60 days after issuance unless the Housing Authority has approved an extension. Confirm the unit bedroom size for which the family has been approved. It will be stated on the voucher. Evaluate a prospective renter who contacts you as you would any other renter. Base your tenant selection standards on objective, business related considerations.

Voucher		U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0169 (exp. 9/30/2010)
<small>Public Reporting Burden for this collection of information is estimated to average 0.05 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 collection of information is authorized under Section 5 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.</small>			
<small>Please read entire document before completing form. Fill in all blanks below. Type or print clearly.</small>		Voucher Number	
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)		1. Unit Size	
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.		2. Issue Date (mm/dd/yyyy)	
3. Date Voucher Expires (mm/dd/yyyy) Insert date only days after date Voucher is issued. (See Section 6 of this form.)		3. Expiration Date (mm/dd/yyyy)	
4. Date Extension Expires (if applicable) (mm/dd/yyyy) (See Section 6 of this form)		4. Date Extension Expires (mm/dd/yyyy)	
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)	
7. Name of Public Housing Agency (PHA)			
8. Name and Title of PHA Official	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)	
1. Housing Choice Voucher Program			
A. The public housing agency (PHA) has determined that		B. The voucher does not give the family any right to participate in the PHA's housing choice voucher pro-	

Request For Tenancy Approval

The Request for Tenancy Approval (RFTA) must be submitted on behalf of a family by the proposed landlord or the participant during the term of the voucher. The landlord must submit the RFTA in the form and manner required by the Housing Authority. The RFTA must be signed by both the owner and participant. The Housing Authority will not permit the family to submit more than one RFTA at a time.

The Housing Authority will review the RFTA and approve it if:

1. The unit is an eligible type of housing.
2. The rent is reasonable.
3. The security deposit is approvable in accordance with state law.
4. The owner is approvable, and there are no conflicts of interest.
5. The family's share of rent and utilities does not exceed 40 percent of the family's monthly adjusted income (new participants only).
6. At the time of inspection, the unit meets HUD's Housing Quality Standards.

7. Filling out a RFTA

On the following pages, you will find tips and explanations that may help you correctly complete these required forms and avoid delays in getting the RFTA approved.

4. Number of Bedrooms: Must be the same number of bedrooms as on county records. If a bedroom is in a basement, attic, or garage, it must meet local code requirements.

8. Date Unit Available for Inspection: When will the unit have all work on repairs and refurbishment completed, utilities will be turned on, and someone will be available to let inspector into unit?

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 it 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) SHRA		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

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)(B)MIR ☐ Section 236 (Insured or noninsured) ☐ Section 515 Rural Development
☐ Home ☐ Tax Credit
☐ Other (Describe Other Subsidy, Including Any State or Local Subsidy) _____

9. Type of Housing/Apartment

Single-Family Detached House - Single Family- Free standing, non-attached residence

Semi-Detached/Row House - Multi-Family- 2 or more units, 1 or 2 story units; May also be called Duplex, Townhouse, Triplex, Fourplex. An individual unit with separate ground level entrances for each unit; attached to other individual units; 1 or more common walls.

Manufactured Home – Single Family - May also be called mobile home /trailer. Home built in a factory, may be in a community where the operator leases spaces for manufactured homes.

Walk-Up /Garden Apartment- Multi Family- 3 or more units; May also be called Low-Rise; Building with a group of individual units with 2 or more common walls; attached to other units; separate entrances, and may have common staircases. Usually, but not always, have units on both sides of building.

High-Rise Apartment- Multi-Family – 5 or more Units; 5 or more floors; sharing one or more common entrances (may have elevator).

10. Subsidized?: Only fill out if you receive a government subsidy for the unit or property. Usually applies to Affordable/Tax Credit properties or those that have received government HOME program funds.

Filling out a RFTA

Utility Chart

The Housing Authority is currently transitioning to a new simplified version of the utility chart in the RFTA packet.

Specify Fuel Type: This refers to the fuel source of the energy or utility. In almost all cases, you will mark natural gas or electric.

Paid By: Mark "O" for Owner or a "T" for Tenant for who is responsible for paying for the utility bill for usage of the system.

11. Utilities and Appliances

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

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

Provided By: Indicate by placing an "O" for Owner or a "T" for Tenant of who is providing the appliance.

Filling out a RFTA

12a. Owner’s Certification: If owner has more than four units on the premises, please input information for your most recent comparable units rented to tenants without vouchers. HUD requires that owners not charge more for assisted units than for comparable units on the premises.

12c. Lead Based Paint: Check the one that applies to the unit regarding lead-based paint. If a disclosure was given to the tenant, attach a copy to the RFTA packet.

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)

Signatures: VERY IMPORTANT

Ensure that **BOTH** Voucher Holder/Tenant and Owner/Owner Representative sign this page.

RFTA Supplemental Form



RFTA SUPPLEMENTAL (Must be completed by the Landlord) LIST OF UNIT AMENITIES

CLIENT NAME: _____ CLIENT #: _____

Rental Property Address (including zip code): _____

Dwelling Type

Single Family	Townhouse	Manufactured Home	High Rise
Duplex	Row House	Garden/Walkup/Apt/Multi	

Unit Condition

Excellent	Good	Fair	Poor
-----------	------	------	------

Number of bedrooms (Required): _____ Number of bathrooms (Required): _____

Square Feet (Required): _____ Year Built: _____

Census Tract: _____

You can find your Census Tract at
<https://www.huduser.gov/qct/qctmap.html>

OWNER PROVIDED AMENITIES (Check each one provided by the Owner)

Basement/Attic	Business/Fitness Center	Cable/Internet ready	Carpeting
Ceiling Fans	Central A/C Unit	Ceramic Tiles Floors	Clubhouse
Covered and/or off-street Parking	Deck/Balcony/Patio/Porch	Dishwasher	Elevator
Garbage Disposal	Energy Efficient Cert Unit	Fenced	Garage
Modern Appliances	Handicap Accessible	Hardwood Floors	Laundry Facilities
Refrigerator	Playground/Courts	Pool/Spa	Range
Window/Wall A/C Unit	Security System	Storage	Washer/Dryer Hookups
	Working Fireplace	Yard Sprinkler System	
Landlord Provides Services	NO Services		
Owner Provides ON SITE maintenance	Owner Provides OFF SITE maintenance	Poor Maintenance	

Energy Star or LEED Certified

Verified by: _____ Date: _____
Landlord / Agent Name

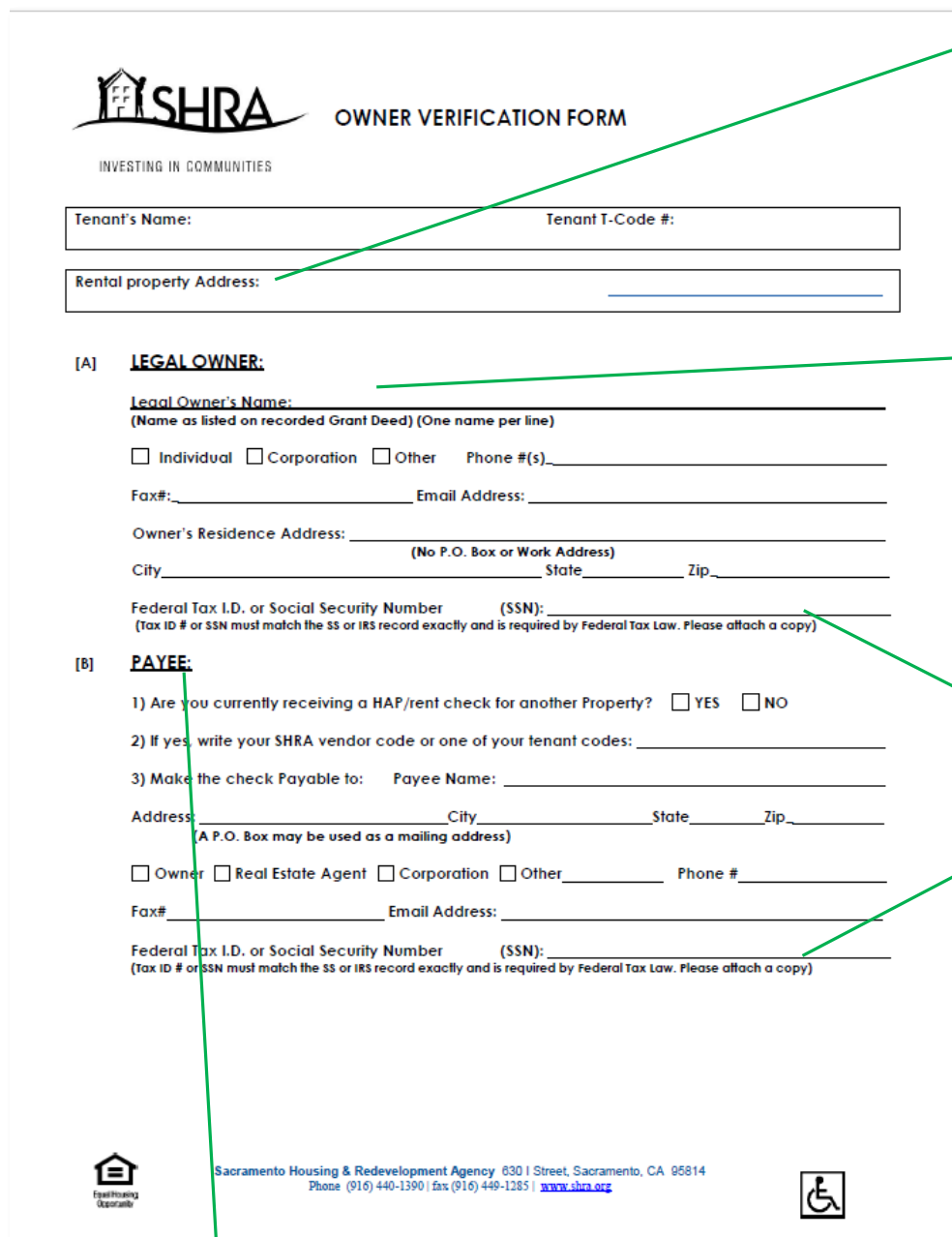
This can include package delivery service, concierge, regular community activities like fitness classes, movie nights, community BBQs, etc.

Indicate if there is dedicated maintenance staff on the premises that can respond promptly to maintenance issues.

Revised 01/27/17 COG

Owner Verification Form- RFTA

Here are tips for filling out the Owner Verification Form. Make sure to include W-9(s), the recorded grant deed (if grant deed has not been received, see page 17 for other accepted documents), or verification of authorized agent (see list on Page 17).



The form is titled "SHRA OWNER VERIFICATION FORM" with the tagline "INVESTING IN COMMUNITIES". It contains several sections for tenant and owner information.

Tenant Information:

- Tenant's Name: _____
- Tenant T-Code #: _____
- Rental property Address: _____

[A] LEGAL OWNER:

Legal Owner's Name: _____
(Name as listed on recorded Grant Deed) (One name per line)

☐ Individual ☐ Corporation ☐ Other Phone #(s) _____

Fax#: _____ Email Address: _____

Owner's Residence Address: _____
(No P.O. Box or Work Address)

City _____ State _____ Zip _____

Federal Tax I.D. or Social Security Number (SSN): _____
(Tax ID # or SSN must match the SS or IRS record exactly and is required by Federal Tax Law. Please attach a copy)

[B] PAYEE:

1) Are you currently receiving a HAP/rent check for another Property? ☐ YES ☐ NO

2) If yes, write your SHRA vendor code or one of your tenant codes: _____

3) Make the check Payable to: Payee Name: _____


Address _____ City _____ State _____ Zip _____
(A P.O. Box may be used as a mailing address)


☐ Owner ☐ Real Estate Agent ☐ Corporation ☐ Other Phone # _____

Fax# _____ Email Address: _____

Federal Tax I.D. or Social Security Number (SSN): _____
(Tax ID # or SSN must match the SS or IRS record exactly and is required by Federal Tax Law. Please attach a copy)

Footer:

 Sacramento Housing & Redevelopment Agency 830 I Street, Sacramento, CA 95814
Phone (916) 440-1390 | fax (916) 449-1285 | www.shra.org



Do not forget to write complete address of unit in this box.

A. The name you provide for the property owner **MUST** match the name recorded on the grant deed. A TAX ID# (SSN or EIN) is also REQUIRED and it's important that the name you provide for this number matches an attached W-9

Attach W-9 to packet.

B. This is who payments should be made out to and sent to. A Tax ID # (SSN or EIN) is REQUIRED for the payee and it's important that the name you provide for this number matches an attached W-9.

Owner Verification Form- RFTA

[C] AUTHORIZED AGENT OR AGENCY WITH A MANAGEMENT AGREEMENT (please attach)

Name of Company, if applicable: _____

Name of authorized agent: _____

☐ Real Estate Agent ☐ Corporation ☐ Other _____ Phone # _____

Fax# _____ Email Address: _____

Address: _____ City _____ State _____ Zip _____
(A P.O. Box may be used as a mailing address)

Federal Tax I.D. or Social Security Number (SSN): _____
(Tax ID # or SSN must match the SS or IRS record exactly and is required by Federal Tax Law. Please attach a copy)

[D] 1. MAIL CORRESPONDENCE TO: ☐ Legal Owner ☐ Payee ☐ Authorized Agent
(Please check only one)

[E] LANDLORD CERTIFICATION

Tenant's Name: _____ Rental Property Address: _____

1. Are you ☐ Owner or ☐ Authorized Agent an employee, of the Sacramento Housing & Redevelopment Agency (SHRA)? ☐ Yes ☐ No

Are you ☐ Owner or ☐ Authorized Agent related to an employee, of the Sacramento Housing & Redevelopment Agency (SHRA)? ☐ Yes ☐ No

If yes, print employee's name: _____ Relationship to you: _____

2. Are you ☐ Owner or ☐ Authorized Agent related to the tenant or any member of the family in any of the following ways: parent, child, grandparent, grandchild, sister, or brother? ☐ Yes ☐ No

If yes, print name of family member: _____
Relationship to you: _____

3. If you answered yes to #2 above, are you providing a reasonable accommodation for a member of the assisted family who is a person with disabilities? ☐ Yes ☐ No



NOTE: The Housing Authority must first approve any reasonable accommodation arrangement and the approval must be in place prior to the approval of this RFTA.

CERTIFICATION & SIGNATURE REQUIREMENTS

I certify, under penalty of perjury, that information provided on this form is true and that I am either the LEGAL OWNER of the above property or I am LEGALLY AUTHORIZED to act on behalf of the owner for the above property. If at any time a question arises as to the validity of this information, or if there is a dispute among interested parties, I understand that a hold will be placed on future payments until proper, legal documentation is provided and/or the signatures of all parties claiming legal interest is provided.

Signature _____ Print name _____ Date _____

Company Name & Address: (if any) _____ Ph# _____

 Sacramento Housing & Redevelopment Agency 630 I Street, Sacramento, CA 95814
Phone (916) 440-1390 | fax (916) 449-1285 | www.shra.org 

C. The Authorized Agent is anyone the property owner or court system has authorized to act or sign contracts on the owner's behalf (such as property manager or management company, co-owner, executor, receiver, spouse, etc.). NOTE: Leave this section blank if there is no authorized agent.

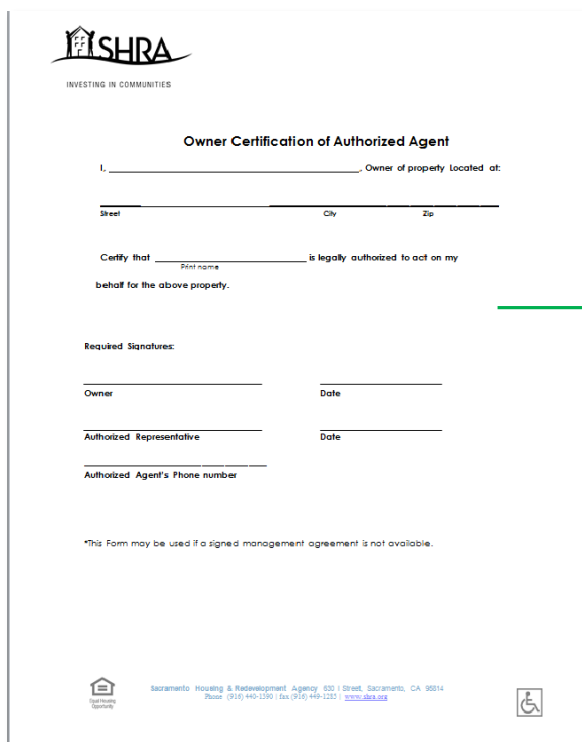
Submit one of the following as verification of the named Authorized Agent (if any):

1. Copy of Property Management Agreement signed by owner
2. Letter signed by owner
3. Owner Certification of Authorized Agent form

D. Be sure that whomever you mark will be responsive and responsible in replying to any correspondence from SHRA. They will be the recipient of all of SHRA's correspondence and notices related to the property.

Form must be signed by the property owner (as listed in Section A) or Authorized Agent (as listed in section C)

Owner Verification Form- RFTA



SHRA
INVESTING IN COMMUNITIES

Owner Certification of Authorized Agent

I, _____, Owner of property Located at:

Street _____ City _____ Zip _____

Certify that _____ is legally authorized to act on my behalf for the above property.

Required Signatures:

Owner _____ Date _____

Authorized Representative _____ Date _____

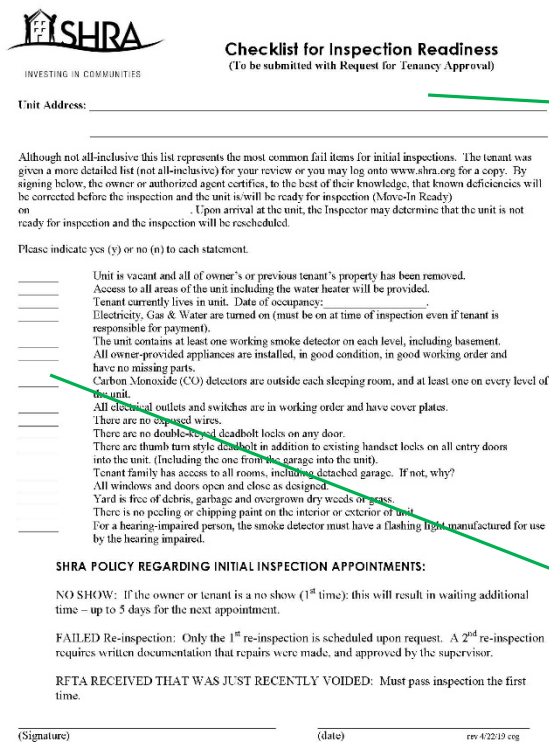
Authorized Agent's Phone number _____

*This form may be used if a signed management agreement is not available.

Sacramento Housing & Redevelopment Agency 630 I Street, Sacramento, CA 95814
Phone (916) 440-1390 / fax (916) 449-1235 / www.shra.org

This form is only required if you have an authorized agent working on your behalf, and you do not have a signed property management agreement.

Checklist for Inspection Readiness



SHRA
INVESTING IN COMMUNITIES

Checklist for Inspection Readiness
(To be submitted with Request for Tenancy Approval)

Unit Address: _____

Although not all-inclusive this list represents the most common fail items for initial inspections. The tenant was given a more detailed list (not all-inclusive) for your review or you may log onto www.shra.org for a copy. By signing below, the owner or authorized agent certifies, to the best of their knowledge, that known deficiencies will be corrected before the inspection and the unit is/will be ready for inspection (Move-In Ready) on _____. Upon arrival at the unit, the Inspector may determine that the unit is not ready for inspection and the inspection will be rescheduled.

Please indicate yes (y) or no (n) to each statement.

____ Unit is vacant and all of owner's or previous tenant's property has been removed.
 ____ Access to all areas of the unit including the water heater will be provided.
 ____ Tenant currently lives in unit. Date of occupancy: _____.
 ____ Electricity, Gas & Water are turned on (must be on at time of inspection even if tenant is responsible for payment).
 ____ The unit contains at least one working smoke detector on each level, including basement.
 ____ All owner-provided appliances are installed, in good condition, in good working order and have no missing parts.
 ____ Carbon Monoxide (CO) detectors are outside each sleeping room, and at least one on every level of the unit.
 ____ All electrical outlets and switches are in working order and have cover plates.
 ____ There are no exposed wires.
 ____ There are no double-throw deadbolt locks on any door.
 ____ There are thumb turn style deadbolt in addition to existing handset locks on all entry doors into the unit. (Including the one from the garage into the unit).
 ____ Tenant family has access to all rooms, including detached garage. If not, why? _____.
 ____ All windows and doors open and close as designed.
 ____ Yard is free of debris, garbage and overgrown dry weeds or grass.
 ____ There is no peeling or chipping paint on the interior or exterior of unit.
 ____ For a hearing-impaired person, the smoke detector must have a flashing light manufactured for use by the hearing impaired.

SHRA POLICY REGARDING INITIAL INSPECTION APPOINTMENTS:

NO SHOW: If the owner or tenant is a no show (1st time): this will result in waiting additional time – up to 5 days for the next appointment.

FAILED Re-inspection: Only the 1st re-inspection is scheduled upon request. A 2nd re-inspection requires written documentation that repairs were made, and approved by the supervisor.

RFTA RECEIVED THAT WAS JUST RECENTLY VOIDED: Must pass inspection the first time.

(Signature) _____ (date) _____ rev 4/22/19 cng

This form verifies that the unit will be ready for inspection. Make sure to review the Housing Quality Standards checklist on pages 19-25 to see what the inspection will be looking for.

Mark each statement with a Y for Yes or a N for No.

RFTA Checklist

All RFTAs will be processed first come, first served. Make sure that you have completed the following items to ensure that your unit is able to be processed as quickly as possible.

- ✓ Check your rent amount in the affordability worksheet to ensure it is approvable.
- ✓ Ensure that you are not charging more for this unit than comparable unassisted units.
- ✓ Check that all Tax ID numbers or Social Security numbers provided match IRS and Social Security records.
- ✓ **Completely** fill out all the following pages.
 - Request For Tenancy Approval HUD -52517 Form (2 pages)
(Make sure both tenant and owner/owner representative have signed)
 - RFTA Supplemental Form
 - Inspection Readiness
 - Owner Verification Form
 - W-9
- ✓ Include the following copies of documents.
 - Lead Disclosure, if applicable
 - Recorded Grant Deed
 - If this is not yet available (Grant Deed is required within next 30 days) :
 - Certified Settlement Statement, or
 - Letter from Title Company with date recorded, new owner name and property address
 - If Authorized Agent is named in Owner Verification form, include one of the following:
 - Copy of Property Management Agreement signed by owner
 - Letter signed by owner
 - Filled out and signed attached Owner Certification of Authorized Agent Form

Once the RFTA is processed, you will be contacted by SHRA staff to schedule a Housing Quality Standards Inspection.

Pass a Housing Quality Standards (HQS) inspection:

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. Housing inspections conducted by the HA will check for any items in violations of set of standards.

HQS inspections are required both at initial occupancy and during the term of the lease. HQS applies to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract. The Housing Authority (HA) will inspect each unit under contract annually or biennially depending on the program.

The HA will also perform annual quality control inspections on the number of units required for file sampling per HUD regulation to maintain the HA's required standards and to assure consistency in the HA's program. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners.

Scheduling an HQS Inspection

The initial inspection will be scheduled with owners after the RFTA has been processed. For annual/biennial inspections, the family and owner are notified of the date of the inspection appointment by mail and by phone at least 30 days prior to the inspection date. Participation at the inspection is **mandatory**. Inspections occur weekdays between 8:00 a.m. and 5:00 p.m. If the family misses two inspection appointments, SHRA will consider the family to have violated a family obligation and their assistance may be terminated. Please call (916) 800-6155 if you need to reschedule your inspection.

Failed Inspections

If a unit fails inspection, the owner is notified and must correct any deficiencies in a timely manner. For tenant-caused damages, the tenant must correct the repairs. If repairs are not completed within the timeframe specified, SHRA will consider the family to have violated a family obligation and their assistance may be terminated.

Non-emergency items repairs must be completed within 30 days. Emergency items must be repaired within 24 hours.

Housing Quality Standards Checklist

As a courtesy, this checklist is provided to give you an idea of the types of items that will be checked during a Housing Quality Standards (HQS) inspection. **It is not all inclusive.** *There are several types of inspections with different time lines for repair:*

- Emergency items which endanger the tenant's health or safety must be corrected within 24 hours of notification.
- Owners will be given no more than ten (10) days to correct fail items on a move-in (MI) inspection. Since there must be adequate scheduling time, an owner should call for a final re-inspection within 7-10 days of the initial fail. Owners will be allowed one re-inspection for repair work to be completed. A second re-inspection may be authorized only with Supervisor approval. If the time period given by the inspector to correct the repairs has lapsed, and the owner has not contacted the HA to schedule a re-inspection, the Request For Tenancy Approval (RFTA) will be voided and the family must submit a new RFTA before their voucher expiration date.

- For annual and special inspections, repairs for non-emergency items must be made, and the re-inspection must pass, within 30 days of the inspection fail date. An extension beyond the 30 day period may be approved by a Supervisor or Principal Analyst upon written request from the owner, with verifiable documentation showing why an extension is needed, such as an invoice showing the item is on order and when the item will be available, a medical emergency, etc.
- Failure to repair or repairs done incorrectly or poorly will not pass a re-inspection.

___ **1. PAINT:** Lead from paint, paint chips and dust is especially harmful to young children and pregnant women. Units built before 1978 with a child(ren) under 6 years of age, who resides OR is expected to reside in such housing, must have all interior and exterior paint surfaces free of cracking, chipping or peeling paint. Paint found to be defective over minimum levels set by HUD will require the owner to supply appropriate lead free certifications (see 24 CFR Part 35). Excessive Peeling, chipping or cracking paint in a unit that will not have a child under the age of 6 residing still requires correction.

___ **2. UTILITIES**

- Electricity and gas service **MUST BE ON (INCLUDING AT MOVE IN INSPECTIONS)!** However, for annual inspections, gas wall heater pilot lights need not be lit during the summer months or when outside temperature is at or above fifty degrees Fahrenheit and inside unit temperatures are at or above sixty degrees Fahrenheit.
- Tenants who allow their gas and/or electricity to be turned off for nonpayment may be terminated from the HCV Program.
- One utility meter may not serve two dwelling units unless the owner pays the utility.
- Payment of Water, Sewer and Trash may be paid by either the owner or the tenant and must be clearly defined in the lease and contract as well as on any RFTA.
- The utility responsibility cannot be changed during the first year of the HAP contract and can only be changed with a 60 days written notice and approved by the HA. A new lease and contract will be generated when the utility responsibility is changed.

___ **3. SECURITY**

- All doors and windows, accessible from the outside (such as basement, 1st floor, garage, or fire escape), must have single cylinder deadbolt locks that work (LOCKS THAT REQUIRE A KEY FROM THE INTERIOR ARE NOT ACCEPTABLE, NO EXCEPTION!).
- Window security bars located in rooms used for sleeping must be equipped with a quick release system; require no special knowledge or skill to operate; and meet local code.
- ALL exterior doors (including doors from the garage to the living area) must be sound, have a door knob and a single-cylinder deadbolt lock. Existing non-solid core exterior doors that fail Housing Quality Standards must be replaced with solid core doors.
- Side garage doors must be reasonably sound and have a lock.

___ **4. WATER HEATER:** Water heaters must be accessible during the inspection or a copy of local inspection report with a current pass rating must be provided to the inspector at the time of the inspection. AT THIS TIME, EARTHQUAKE STRAPS ARE NOT REQUIRED BY HQS.

- Whether gas or electric, a water heater must have:
 - a. A TPR (temperature pressure release) valve.
 - b. A discharge pipe of galvanized steel; RIGID copper piping and fittings; or C-PVC (flexible or coiled copper tubing is permitted when tubing or water flow is not restricted. PVC is not allowed).
 - c. The discharge pipe shall extend from the valve downward to not less than 6 inches or more than 2 feet above the floor or ground OR extend to the exterior.

- d. The discharge pipe must be the same size as the TPR valve (example $\frac{3}{4}$ ") AND no valve restriction or reducer coupling of any type should be installed between the TPR and the tank or in the discharge pipe.
- Gas water heater REQUIREMENTS:
 - a. No gas water heaters are allowed in bedrooms or other living areas unless properly enclosed, vented to code (with two screened openings of equal size) to supply combustion air, and the enclosure has a door or other means to adequately inspect the unit.
 - b. Gas water heater closet doors must be in reasonably good condition, with tight hinges, and vented with two screened openings of equal size.
 - c. Storage of any items in the gas heater closet is not allowed.
 - d. Do not install insulation blanket to the bottom of a gas water heater or allow it to sag, restricting the combustion air to the bottom of the heater, as this could result in an unsafe operating condition.
 - e. There must be a 6" clearance around the vent connector from combustible material.
- Gas water heater RECOMMENDED CORRECTIONS:
 - a. Elevate water heaters 18" above the floor when located in a residential garage.
- Electric water heater REQUIREMENTS:
 - a. Water heater closet doors must be in reasonably good condition, with tight hinges.
 - b. Storage of items in the heater closet is not allowed unless the heater was designed and listed or approved for installation adjacent to combustible materials.

___5. SMOKE AND CARBON MONOXIDE DETECTORS:

- Units must have at least one smoke detector (battery or hardwire) on each level, including basements. None are required in an unfinished attic. They must be operational and installed correctly as follows:
 - a. On wall - placed 4" to 12" from ceiling
 - b. On ceiling - placed more than 4" from wall
 - c. Do not place in kitchen or near bathroom
 - d. Place in hallway adjacent to bedroom(s)
 - e. A basement, attic, or garage converted to a bedroom must also have a smoke detector.
- Carbon Monoxide (CO) detectors are outside each sleeping room, and at least one on every level of the unit.

___6. CEILINGS AND WALLS

- Exterior walls must be weather tight.
- Interior walls must be in reasonably good condition;
 - a. no cracks wider than $\frac{1}{4}$ inch;
 - b. doorknob holes will be rated "Notable" on the Inspection Summary
 - c. holes 4 inches across or more will be rated as a "Fail" item.
- Painted walls and ceilings shall be reasonably clean and free from mildew and fungus.

___7. WINDOWS:

- Windows must be weather tight. No large cracks or broken or missing glass (this includes double pane windows). Small corner cracks may be corrected with silicone.
- A bedroom must have at least one operable window.
- A large piece of furniture (headboard, dresser, bunk beds, etc.) which covers the ONLY operable bedroom window will fail an HQS inspection. Emergency escape must be provided.

___8. DOORS:

- Knobs should be operational and all sliding doors must be on track.

- All closet doors (if provided) must work properly or be removed.
- Exterior doors (including the door from the garage to the living area):
 - a. must be weather tight: NO drafts or gaps;
 - b. must be sound, have a door knob, and a single cylinder deadbolt lock;
 - c. HOLLOW CORE EXTERIOR doors in deteriorating condition shall be replaced with a SOLID CORE exterior door.
- Bathrooms require a door and door knob.
- At this time, bedrooms do not require a door or door knob but if present must be in reasonably sound condition.
- *All door jambs must be in reasonably sound condition. Any that have cracks through the striker plates will result in a fail status (security hazard).*

___9. **FLOORS AND CARPETS:** Must be free of any tripping hazards, torn areas, bad seams or exposed tack strips; NO ceramic tiles with sharp edges; NO soft areas around a toilet. Living areas must have a standard floor and covering; bare or painted concrete is not acceptable. POOR REPAIRS WILL NOT BE RATED "PASS": e.g. torn seams repaired with tape.

___10. **PLUMBING:** Check ALL pipes, sinks, tubs and toilets for leaks or stoppages. Toilet(s) must flush properly and be stable: NO ROCKING or shifting.

___11. **ELECTRICAL:** Minimum HQS requirements are:

- Kitchens require at least one working outlet and one working ceiling or wall light, permanently installed.
- Bathrooms require one permanently installed light fixture in working condition. An outlet cannot be a substitute for a permanent light fixture. Any existing or newly installed GFC electrical outlet must work as designed.
- Bedrooms (and most other rooms) require either two working outlets OR one working outlet and one working light fixture, permanently installed.
- All outlets and light switches MUST have a cover plate and must be free of cracks or chips.
- All electrical hazards must be eliminated, including but not limited to: exposed/broken/frayed wiring, extension cords which run under rugs or other floor coverings, loose or improper connections to outlets, improper splicing of wires, a light fixture hanging from an electric wire or cord without other firm support or fixture, short in light switch, exposed fuse box connections, and/or broken cord plug, etc.

___12. **SPACE HEAT:** A wood stove or portable electric heater as the primary source of heat in a unit is not acceptable. NO unvented fuel-burning space heaters! A heating facility must be capable of maintaining a room temperature of 70 degrees at a point 3 feet above the floor in all habitable rooms, directly or indirectly.

- Furnace filters must be clean at the time of inspection.
- For annual inspections gas wall heater pilot lights need not be lit during the summer months or when outside temperature is at or above fifty degrees Fahrenheit and inside unit temperatures are at or above sixty degrees.

___13. **APPLIANCES:** Must be in good working order with no missing parts such as knobs, drip pans, oven handles, or fridge/oven shelves.

- All stove burners and the oven must work. Any gas oven or burner, which requires a match to light due to soil, grease, or need of repair, will not pass. The stove cook top, range hood filter, venting system and areas surrounding the oven shall be clean and free from grease and must not have any exposed wires or sharp parts.

- A microwave oven may be substituted for an owner-supplied oven and stove or range when the tenant agrees, and are furnished instead of an oven to both subsidized and unsubsidized tenants in the building or premises.
- A refrigerator does not require a kick plate at the bottom.
- Any owner-supplied appliance in the unit at initial inspection shall be maintained in proper working order throughout the first year of the lease. At subsequent inspections, any appliances not in proper working order (and not required by HQS) can remain in the unit provided they do not impose a health or safety hazard. In such instances, they will not be rated "Fail", however, the contract rent may be adjusted accordingly. Examples of appliances not required by HQS are air conditioners, dishwashers, and garbage disposals.

NOTE: a dishwasher must have a bottom panel to pass an HQS inspection, and be free of standing water.

___14. EXHAUST/VENTING:

- Bathroom(s) must have either an operable window or an exhaust fan to clear moisture and/or possible gas/sewer fumes.
- Kitchens do not require an exhaust fan or openable window, however if present must be working with no missing or exposed parts.
- No gas water heaters are allowed in bedrooms or other living areas (ex: kitchens) unless properly enclosed, vented to code, and with a door or other means to adequately inspect the unit.

___15. FIREPLACE Opening must have a screen or appropriate glass covering. It may be provided by the owner or tenant.

___16. BATHROOM(S):

- There must be at least one bathroom present in the dwelling unit for the exclusive use of the occupant with a working toilet, sink, and tub or shower.
- A shower requires either a shower door or curtain. Sliding shower doors require a guide at the bottom to prevent swinging.
- All worn and cracked toilet seats and tank lids must be replaced and the toilet tank lid must fit properly. Cutting hazards would result in a fail rating.

___17. BEDROOM(S):

- Bedrooms in basements, attics and garages are not allowed unless they meet local code requirements; have adequate ventilation, emergency exit capability, and a smoke detector.
- Rooms used as sleeping areas (den, living room, family room, dining room, etc.) will not be counted as a bedroom for purposes of higher contract rent. (The listed number of bedrooms on tax records/recorded data will be used to determine number of bedrooms at move in for purposes of determining contract rent.) When there is a discrepancy the HQS inspector will make the determination at the inspection.
- Permanent built-in closets are not required by HQS. Free standing closets may substitute built-in closets if no hazard is posed. If a closet is present, a clothes pole must be provided by the owner.
- At this time, a bedroom door is not required by HQS. If present it must be in reasonably sound condition.
- A bedroom must have a floor area of not less than 70 square feet.

___18. YARD MAINTENANCE: Yards shall not be allowed to become dry and overgrown and grass may not exceed a maximum of 12 inches. The ground shall be free of any hazardous debris. NOTE: The HA recommends that the owner and tenant enter into a written agreement regarding yard maintenance.

- ___19. **PESTS:** The unit must be free from infestation of roaches or other vermin. The owner is responsible correcting the infestation. However, if such infestation(s) are repeated, it may be considered a lease violation and the owner may evict. The Housing Agency may terminate the family's housing assistance on that basis.
- ___20. **PET(S):** If pets are allowed, tenants must have written permission from the owner. Dogs or any animal that may cause injury to inspectors **MUST BE SECURED** or **PROPERLY LEASHED** during inspections. Excessive amounts of animal urine or feces in the unit or yard will result in a tenant-responsible fail item.
- ___21. **GARBAGE OR DEBRIS** Whether inside or outside, **MUST BE REMOVED!**
- ___22. **STORAGE:** A tenant may use the garage or shed to store personal effects *unless* the amount or type of material stored presents a health or safety hazard. A garage filled floor to ceiling with no egress available for emergencies will "Fail". Appropriate walk ways (minimum 3 feet) for fire egress must be maintained and no doors may be blocked. Owners may **NOT** store work-related or personal belongings in the subsidized unit, garage, shed, or driveway. The tenant must have full access to all rooms of the dwelling unit.
- ___23. **VEHICLES:**
- Inoperative (non-tagged or non-running) vehicles stored in the garage, on the premises, or in the parking area of the property **MUST** be removed if designated as blight to the neighborhood and/or presents a health or safety hazard.
 - Hazardous conditions (ex: oil puddles or a pan of oil anywhere, a car on jacks, old batteries), will be rated a "fail".
- ___24. **POOLS, SPAS, AND HOT TUBS:** When a pool, spa, or hot tub is present, the owner and tenant **MUST** provide a written agreement for the maintenance of such to the HA.
- An empty pool is hazardous. It must be filled with water or back-filled with dirt.
 - The water shall be kept clean at all times.
 - If present, ladders, decks, and diving boards shall be stable and in reasonably good condition.
 - *At this time*, no additional fence around the pool is required by HQS.
- ___25. **MOBILE HOMES**
- All HQS requirements that apply to rental housing apply to manufactured homes/spaces.
 - Mobile homes must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage. Mobile homes must be securely anchored by a tie down device which distributes and transfers the loads imposed by the unit to appropriate ground anchors so as to resist wind overturning and sliding.
 - Utility pedestals (water, sewer and electric hook-ups/connections) must be accessible at all times to facilitate any needed repairs or emergencies.
- ___26. **EXTERIOR:**
- The roof must be in reasonably good condition with no leaks.
 - Gutters and downspouts (if present) should be sound and free from hazards.
 - Concrete driveways, sidewalks, and patios should not have cracks wider than one inch or deeper than one inch. Uneven surfaces are a tripping hazard.
 - Fences (if present) must not have any hazardous conditions. For instance: fence severely leaning, broken supports, or missing boards which allow entrance of intruders. Gates must be in reasonably good condition, must not drag, and must lock.

- House/Apartment Number: House number(s) MUST be CLEARLY VISIBLE from the street. An apartment number/letter must be mounted on or near the front door. Numbers/letters which are too small, same color as the unit, covered by bushes , etc . . . **will not pass**.
- Crawl and vent screens shall be secure and intact.
- Lighting: All public hallways, stairs and exit ways must have adequate lighting at all times.
- Stairways: Handrails are required on sections of four or more steps (ex: 3 steps and the step you take to the porch). Handrails and stairs must be secure.
- A balcony or porch, 30 inches or more above the ground, requires railing around it.

- ___27. **ACCESS TO UNIT:** Tenant must have direct access to his/her own unit. Units which can only be accessed by passing through another dwelling unit will not pass an HQS inspection.
- ___28. **MODIFICATIONS TO UNIT:** ALL modifications or adaptations to a unit, including those due to a disability, must meet all applicable Housing Quality Standards. Additions or conversions will not increase the approvable bedroom size or contract rent without appropriate documentation approved, completed by local building codes.
- ___29. **SITE AND NEIGHBORHOOD CONDITIONS:** The site and immediate neighborhood must be free from conditions which would seriously or continuously endanger the tenant's health and safety as determined by the PHA and/or local government agencies.

Sign the Lease and Contract

Before your tenant moves in, you will want to have them sign a lease agreement. This is a document that outlines the contractual obligations between the tenant and the housing provider. Information in the lease agreement must match the Housing Assistance Payment Contract.



Once the RFTA is approved, the unit has passed the HQS Inspection, and all other criteria have been met, the Housing Authority will prepare a Lease Supplemental Agreement and a Housing Assistance Payment (HAP) Contract and will mail or email it to you for signatures. You may also request an appointment and pick it up.

The contract effective date will be based on the latter of the following dates:

- Date of passing inspection
- Day after lease end date for tenant's former unit (Not applicable for new voucher holders)
- Effective date of lease agreement

Housing Assistance Payment Contract

The HAP contract is a written agreement between the Housing Authority (HA) and the owner of a unit occupied by a Housing Choice Voucher program participant. The HAP contract must be in the form prescribed by HUD.

Under the HAP contract, the HA agrees to make housing assistance payments to the owner on behalf of a specific family leasing a specific unit.

Owner Responsibilities: Housing Assistance Payment (HAP) Contract

- Comply with all owner obligations under the Housing Assistance Payment Contract (HAP) and residential lease agreement.
- Prepare and furnish to the Housing Authority (HA) the information required under the HAP contract.
- Provide any notice to the family in connection with the HAP contract in writing.
- DO NOT assign the HAP contract to a new owner without the prior written consent of the PHA.
- In order to change the HAP payee under an outstanding HAP contract, the HA must receive a completed and signed Change of Ownership/Payee Packet, which is available on the PHA 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 HAP contract 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 SHRA and its affiliated entities (except a SHRA commissioner who is a participant in the program);
 - Any employee of SHRA, or any contractor, sub-contractor or agent of SHRA, 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 the HA and HUD, when they occur.
- Collect security deposit from the family. (The HA prohibits the owner from collecting security deposits in excess of amounts charged by the owner to unassisted tenants.)
- Certify that all identified problems with paint surfaces have been repaired/stabilized in accordance with the guidelines of LSHR (Lead Safe Handling Rule).
 - Ensure that all identified problems with the paint surfaces been repaired by qualified workers using safe work practices
 - Ensure that a clearance exam conducted by an independent, certified lead professional passed clearance and that the tenant received disclosure/pamphlet forms and lead hazard reduction notification
- 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 HAP contract.
- Cooperate with the HA and HUD in conducting Equal Opportunity Compliance Reviews and Complaint Investigations in connection with the HAP contract.
- 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 owner, and the Housing Assistance Payment (HAP) will be processed when the HA receives the original signed contract. Owners are encouraged to provide a valid e-mail address.

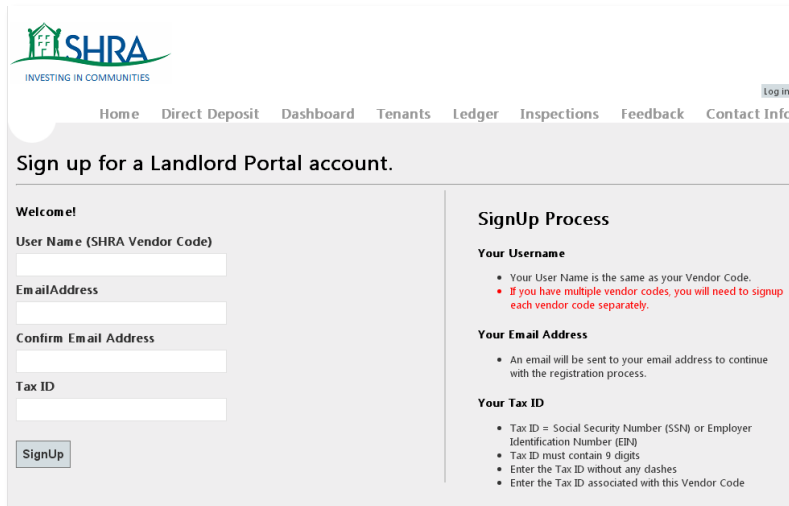
- Special agreements may be allowed ONLY with approval from the HA. Special Agreement contracts may be sent to the HA along with the signed HAP contract. If approved by the PHA, the special agreement will be initialed by the HA staff. Examples of special agreements include, but are not limited to:
 - Fee for parking space
 - Fee to rent a washer and/or dryer

HAP Contract Checklist

When returning the HAP contract, you can send the paperwork back by email to the SHRA staff that generated your contract and sent it to you by email. In order to get your contract activated without issue, you will want to include:

- ✓ Signature page of HAP contract signed by owner
- ✓ Lease supplemental signed by both owner and tenant
- ✓ Lease agreement between tenant and housing provider
- ✓ Third party agreement to release HAP contracts (For VASH Only)
 - Check your lease supplemental to make sure the following items match your lease agreement.
 - Rent amounts
 - Utility responsibilities
 - Persons authorized to reside in the unit
 - Lease term
 - Signatures from both tenant and housing provider

Set up Direct Deposit and Landlord Portal Account



The screenshot shows the SHRA (Investing in Communities) website's 'Sign up for a Landlord Portal account' page. The page has a navigation bar with links: Home, Direct Deposit, Dashboard, Tenants, Ledger, Inspections, Feedback, and Contact Info. A 'Log in' link is also visible. The main content area is divided into two columns. The left column, titled 'Welcome!', contains a 'User Name (SHRA Vendor Code)' field, an 'EmailAddress' field, a 'Confirm Email Address' field, and a 'Tax ID' field, followed by a 'SignUp' button. The right column, titled 'SignUp Process', lists requirements: 'Your Username' (must be the same as the Vendor Code, or multiple codes require separate signups), 'Your Email Address' (an email will be sent to continue), and 'Your Tax ID' (must be a Social Security Number or Employer Identification Number, 9 digits, no dashes, and associated with the Vendor Code).

Once the tenant is in place and the HAP contract and Lease Supplement are signed, landlords receive their new vendor number. The vendor number is needed to sign up for a landlord account on the landlord portal. **Landlords are required to enroll in Electronic Funds Transfer (EFT).** Once enrolled, Housing Assistance Payments (HAP) will be deposited directly into your bank account. Once EFT has been set up, it may require up to 4 weeks to take effect, due to banking processes.

Navigate to the Landlord Portal: <https://portal.shra.org/Landlord/Account/Login>

The Landlord Portal

A web portal has been established to streamline communication between the Housing Authority and landlords to allow you to more efficiently manage your properties. Using the Landlord Portal, you can:

- Update contact information
- Sign up or change bank accounts for direct deposit
- View tenant ledgers
- View inspection dates and results
- Submit questions via the Help Desk
- Submit Rent Increase and Owner Agent Payee Change Forms

Manage Your Property



The housing provider is in charge of enforcing their lease agreement with tenant and abiding by all local, state, and federal landlord-tenant and Fair Housing regulations.

Collecting Rent

The housing provider will receive the Housing Assistance Payment through Direct Deposit from SHRA. The tenant will be responsible for paying their portion

of rent (the amount will be detailed in the HAP Contract) directly to the housing provider similar to any other tenant and according to state law. **SHRA and HUD strictly forbid any side payments or tenant paid amounts above the amount contractually agreed upon with the Housing Authority.**

If a tenant loses their source of income, the tenant should contact the Housing Authority to adjust HAP payments as necessary. If a tenant fails to pay the tenant portion of rent, a Housing Provider may enforce their lease. A copy of all notices **MUST** be sent to SHRA.

Rent Changes

What Are the Requirements for Increasing Rent?

- The tenant must not be in the initial first year of the lease term. A rent increase may be requested prior to the end of the lease term as long as the effective date is after the initial first year of the lease term expiration date.
- Notify the Housing Authority of any proposed changes in the amount of the rent to owner at least 60 days for requests with an increase below 10% or 90 days for requests with an increase above 10% before any such changes may go into effect, and can be enforced only after receiving Housing Authority approval.
- Request must include a RFTA supplemental form, which lists the unit amenities.
- Cannot be in failed HQS Status
- Only submit the request **once**.
- Request must be approved by the Housing Authority as being Rent Reasonable, per HUD guidelines before it is enforced.

What Is Rent Reasonable?

The Housing Authority must determine whether the rent to owner is reasonable in comparison to rents for other comparable unassisted units. To make this determination, the following items are considered:

- The location, quality, size, unit type, and age of the rental property
- Any amenities, housing services, maintenance, and utilities provided and paid by the owner
- Other comparable rental properties' verifiable contract rent, and market conditions

How to Submit a Request?

Serve the tenant with a rental increase notice. If the requested rent is greater than a 10% increase, you must serve your tenant a 90-day notice. If the requested rent increase is less than a 10% increase, you must serve your tenant a 60-day notice. Submit a copy of the notice to the Housing Authority along with a Request for Tenancy Approval (RFTA) Supplemental Form List of Unit Amenities (See page 14). You can submit the documents to the Housing Authority in person, by mail, or via fax (See page 3, How to submit documents.)

After the request is processed, both the owner and tenant will be mailed a notice of approval or denial. If approved, a Subsidy Adjustment Notice will be mailed to both parties. The notice will list the effective date of the new contract rent, the new tenant rent amount, and the amount of the Housing Assistance Payment (HAP) the Housing Authority will pay. The new contract rent amount will remain effective for a period of 12 months. Owners may request rent increases no more than once every 12 months.

Do not make any changes to the contract rent without Housing Authority approval.

Utility Responsibility Change



After the first twelve months of the lease with your tenant, and as long as the lease does not state otherwise, you may request a change of utility responsibilities to alter who (owner or tenant) is responsible for the cost of a utility using the form linked below. Please note the form requires both the owner or property manager's signatures and the tenant's signature. The Housing Authority is required to execute a new lease and contract when there are changes to the type of utility or payment responsibility which may affect the amount of tenant rent and/or housing assistance payment. See page 12 for assistance on filling out utility responsibility chart.

[Utility Responsibility Change Form](https://www.shra.org/wp-content/uploads/2018/01/Utility-Respons.-Change-Form.pdf)- <https://www.shra.org/wp-content/uploads/2018/01/Utility-Respons.-Change-Form.pdf>

Change of Ownership, Agent, or Payee

When there is a change in ownership or payee information for a property that is currently in a HCV contract with the Housing Authority, please submit the Change of Ownership or Payee form, W-9 form, and all required information. Pages 15-17 may provide some clarification.

- If there is a new owner, include Recorded Grant Deed
 - If this is not yet available (Grant Deed is required within next 30 days):
 - Certified Settlement Statement or

- Letter from Title Company with date recorded, new owner name and property address
- If a new Authorized Agent is named, include one of the following:
 - Copy of Property Management Agreement signed by owner
 - Letter signed by owner
 - Filled out and signed attached Owner Certification of Authorized Agent Form
- If there is a new payee named, **include A W-9 Form**

[Owner/Agent/Payee Change Form](https://www.shra.org/wp-content/uploads/2018/01/Ownership-Payee-Change-Form.pdf) - <https://www.shra.org/wp-content/uploads/2018/01/Ownership-Payee-Change-Form.pdf>

It is important to communicate with the Housing Authority as soon as possible if there is a change in ownership, management, or who is receiving payment. If there is an owner/payee change, please contact the Housing Authority and request a payment hold for affected units. This will ensure that the correct party receives the HAP Payment. Two different owners **CANNOT** receive payment for the same tenant during the same time period. Once the Owner or Payee Change is processed and direct deposit is setup for any new owner/payee, the hold will be lifted and any back payments owed will be paid.

Fraud

In order to maintain the integrity of the Housing Choice Voucher program, SHRA is committed to investigating allegations of fraud. If you, as the housing provider, become aware of any of the following items, please report to the Housing Authority as soon as possible:

- Not reporting everyone living in the unit
- Not reporting all income to the Housing Authority
- Subletting the unit
- Conducting illegal activity in the unit

Contact: ProgramAbuse@shra.org

Abatements Due to Non-Compliance

An abatement is the cessation of housing assistance payments to an owner. If the inspector determines that corrections have not been made at the time of the scheduled re-inspection, the HA will abate the unit beginning the first day of the month following the re-inspection date. 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. If corrections are completed soon after abatement, the housing assistance payment resumes and the abatement is released on the date the Housing Authority (HA) determines that the unit is free from those HQS deficiencies that resulted in the abatement and which are the owner's responsibility.

During any abatement period, the family continues to be responsible for their share of the rent. The owner must **NOT** seek payment from the family for the HAP portion and may not use the termination of the contract as cause for eviction. If we do not have a passed inspection within 30 days of being abated, the HAP contract will be terminated. The Housing Authority will notify the owner within 30 calendar days of a HAP Contract termination due to HQS non-compliance.

Failed Re-inspection

If the unit fails the re-inspection 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, the HA may grant extensions to correct HQS deficiencies on good cause. Good Cause is defined in HUD regulation 982.401.

Notices to End Tenancy

Ending Tenancy With Cause

A Housing Provider can serve proper notice to a voucher holding tenant for failing to pay rent, abiding by their lease agreement, causing substantial damage, creating a nuisance, or being involved in illegal activity on the premises. Housing providers should abide by all local, state, and federal tenant-landlord and Fair Housing laws. A copy of any notice served to the tenant should also be sent promptly to the Housing Authority.

Ending Tenancy With 90 Day Notice

A Housing provider can end the tenancy after the first year (initial lease term) by properly serving a 90 day notice to the tenant and sending a copy to the Housing Authority (CA Civil Code **1954.535**).

A 90-day notice can be served because of

- The tenant's failure to accept the owner's offer of a new lease or revision
- The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit
- A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days be

Termination of HAP Contract

There are many reasons for the termination of the HAP contract, which include (but are not limited to) the following:

1. The owner or tenant terminates the lease.
2. The Housing Authority (HA) terminates the family's program assistance for any grounds authorized in accordance with HUD requirements. (Violation of Family Obligations)
3. If the family moves from the contract unit, the HAP contract terminates automatically (often referred to as a "skip").
4. The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner (This is usually due to family being over-income.)
5. If the owner fails to maintain the dwelling unit in accordance with Housing Quality Standards (HQS), the HA must take prompt action to enforce the owner obligations.
6. If an owner fails to correct HQS deficiencies by the time specified by the HA, HUD requires the HA 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 Qualifications

All owners are encouraged to participate in the HCV program by renting units to program participants. There are several instances where owners are prevented from participation. Those are listed as follows:

HUD Regulations

- HUD, or other agency directly related, has informed the Housing Authority (HA) that the owner has been debarred, suspended, or subject to a limited denial of participation under 2 CFR part 2424.
- HUD has informed the HA that the Federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other Federal equal opportunity requirements and such action is pending.
- HUD has informed the HA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other Federal equal opportunity requirements.
- Unless their lease was effective prior June 17, 1998, the owner must not be a parent, child, grandparent, grandchild, sister, brother, aunt, uncle, or any other relative of any member of the household. The HA may waive this restriction as a reasonable accommodation for a family member who is a person with a disability if there is a nexus between the disability-related need and the provisions included in the rental property. This waiver must be received in writing from the HA prior to leasing the unit to the disabled family member.

The PHA may disapprove the owner for the following reasons:

- In cases where the owner and tenant have the same last name, the PHA may, at its discretion, require the family and or owner to certify whether they are related to each other in any way.
- The owner has violated the terms of the housing assistance payments (HAP) contract. This includes, but is not limited to charging the tenant, or accepting from the tenant payments in excess of the approved contract rent for the unit. These types of payments are referred to as “side payments”.
- The owner has violated any obligation under the HAP contract for the dwelling unit, including the owner’s obligations to maintain the unit to HQS, including any standards the HA has adopted in this policy.
- The owner has committed fraud, bribery or any other corrupt act in connection with any Federal housing program.
- The owner has engaged in drug related criminal activity or violent criminal activity.
- The owner has a history or 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 Housing Choice Voucher assistance or leased under any other Federal housing program.
- The owner has a history or 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 assessments.
- The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.
- The owner has engaged in or threatened abusive or violent behavior toward HA personnel. “Abusive or violent behavior” includes verbal as well as physical epithets or other language, written or oral, that is customarily used to intimidate, may be cause for termination or denial. “Threatening” refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- The HA will not approve a HAP contract to any owner who is related to the tenant, except when needed as a reasonable accommodation for an individual with a disability.

- The owner has a history or practice of failing to terminate tenancy of Housing Choice Voucher tenants 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 the HA, or of the owner's employees or other persons engaged in management of the property;
 - Threatens the health or safety of, or the right to peaceful enjoyment of their residences of persons residing in the immediate vicinity of the premises; or that has engaged in drug related criminal activity or violent criminal activity

OWNER/AGENT RESTRICTIONS (24 CFR §982.306)

Where it is determined that an owner or agent has violated the terms of the HAP contract, the HA may do the following:

- Conduct an Owner or Agent conference to determine the nature and seriousness of the violation;
- Issue a warning against further program violations; and/or
- Recommend program debarment for a period of up to 5 years or permanent debarment.
- If the HA determines that there has been an overpayment of HAP to the owner, the HA will issue an overpayment notice for any outstanding HAP; and the owner must repay the HA all outstanding balances.

Resources

Sacramento Housing & Redevelopment Agency

- **HCV Landlord Resources:** <https://www.shra.org/landlord-resources-for-hcv-program-landlords/>
- **Landlord Portal:** <https://portal.shra.org/landlord/>
- **Affordability Worksheet:** <https://portal.shra.org/HCVForms/AffWorksheet\>
- **Affordablehousing.com:** <http://www.affordablehousing.com>

HUD

- **Landlord Resources:** <https://www.hud.gov/groups/landlords>
- **Housing Choice Voucher Section 982:**
http://www.access.gpo.gov/nara/cfr/waisidx_00/24cfr982_00.html

Outside Resources

- **California Apartments Association- Sacramento Valley:**
<https://caanet.org/local/sacramento-valley/> 1-800-967-4222
- **Renters Helpline:** Answers questions on Fair Housing and Tenant/Landlord Rights and Responsibilities- <http://www.rentershelpline.org/> (916)389-7877
- **Project Sentinel:** Fair Housing and HUD Approved Housing Counseling - <http://housing.org/> (888) 324-7468
- **California Tenants: A Guide to Residential Tenants' and Landlords' Rights and Responsibilities** <https://landlordtenant.dre.ca.gov/pdf/resources/CaliforniaTenantRenterGuide.pdf>

Glossary of Terms

ABATEMENT: Permanent withholding of the HAP for the duration that the assisted unit is not in compliance with Housing Quality Standards after the initial thirty day repair time frame.

ADJUSTED INCOME: Annual income, less allowable HUD deductions.

ADMINISTRATIVE PLAN: The HUD required written policy of the PHA governing its administration of the Housing Choice Voucher program. The Administrative Plan and any revisions must be approved by the PHA's board and a copy submitted to HUD.

ADMISSION: The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

ADULT: A person aged 18 years or older.

ANNUAL INCOME: The anticipated total annual income of an eligible family from all sources for the 12-month period following the date of determination of income computed in accordance with the regulations.

ANNUAL ADJUSTED INCOME: The annual income (described above) less the HUD-approved allowances.

APPLICANT (or applicant family): A family that has applied for admission to a program, but is not yet a participant in the program.

ASSETS: (See Net Family Assets.)

ASSISTED TENANT: A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or the Housing Choice Voucher assistance and all other 236 and 221 (d) (3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

CITIZEN: A citizen or national of the United States.

CODE OF FEDERAL REGULATIONS: Commonly referred to as "the regulations" or "CFR." The CFR is the compilation of Federal rules, which are first published in the Federal Register and define and implement a statute.

CO-HEAD: An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has a Co-head and a Spouse/Partner and; a Co-head is never a Dependent).

CONGREGATE HOUSING: Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing.

CONTRACT: See Housing Assistance Payments Contract.

COOPERATIVE: A dwelling unit owned and/or shared by a group of individuals who have individual sleeping quarters and share common facilities such as kitchen, living room and some bathrooms.

CONTIGUOUS MSA: In portability, an MSA that shares a common boundary with the Metropolitan Statistical Area (MSA) in which the jurisdiction of the initial PHA is located.

CONTRACT AUTHORITY: The maximum annual payment by HUD to a PHA for a funding increment.

CONTRACT RENT: In the Housing Choice Voucher Program, Contract Rent is the total rent paid to the owner, including the tenant payment and the HAP payment from the PHA.

DEPENDENT: A member of the family household (excluding foster children) other than the family head or spouse/partner, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

DES. Designated Housing Vouchers: DES vouchers are made available for non-elderly, disabled families who are living in elderly only public housing or who are on the public housing wait list. Also see NED.

DISABLED PERSON: A person who is any of the following:

- (1) A person who has a disability as defined in section 223 of the Social Security Act. (42 U.S.C.423).
- (2) A person who has a physical, mental, or emotional impairment that:
 - (a) Is expected to be of long-continued and indefinite duration
 - (b) Impedes his or her ability to live independently
 - (c) Is of such a nature that ability to live independently could be improved by more suitable housing conditions
- (3) A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

DISABLED FAMILY: A family where the head (including co-head) spouse/partner, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

DOMICILE: The legal residence of the household head or spouse/partner as determined in accordance with State and local law.

DRUG-RELATED CRIMINAL ACTIVITY: The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).

ELDERLY HOUSEHOLD: A family whose head (including co-head), spouse/partner or sole member is a person who is at least 62 years of age. It may include 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.

ELDERLY PERSON: A person who is at least 62 years old.

ELIGIBLE FAMILY (Family): A family is defined by the PHA in the administrative Plan, which is approved by HUD.

HOUSING QUALITY STANDARDS (HQS): The HUD minimum quality standards for housing assisted under the tenant-based programs.

INITIAL PHA: In portability, the term refers to both:

- (1) A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and
- (2) A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

INITIAL PAYMENT STANDARD: The payment standard at the beginning of the HAP contract term.

INITIAL RENT TO THE OWNER: The rent to the owner at the beginning of the HAP contract term.

JURISDICTION: The area in which the PHA has authority under State and local law to administer the program.

OWNER: This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

LEASE:(1) A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA.

(2) In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the PHA.

LEASE ADDENDUM: In the lease between the tenant and the owner, the lease language required by HUD.

LIVE-IN AIDE: A person who resides with an elderly person or disabled person and who:

- (1) Is determined to be essential to the care and well-being of the person.
- (2) Is not obligated for the support of the person.
- (3) Would not be living in the unit except to provide necessary supportive services.

MANUFACTURED HOME: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. A special housing type.

MANUFACTURED HOME SPACE: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

MARKET RENT: The prevailing comparable rent being charged in the rental area. Factors considered are unit type, size, age, location, amenities and provided services.

OCCUPANCY STANDARDS: Now referred to as Subsidy Standards. Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

OTHER CRIMINAL ACTIVITY: Other Criminal Activity is criminal activity that threatens the health, safety or right to peaceful enjoyment of other persons which may include, but is not limited to, theft, vandalism, gang affiliation, unlawful entry, burglary, etc..

OWNER: Any persons or entity having the legal right to lease or sublease a unit to a participant.

PARTICIPANT: A family that has been admitted to the PHA's Housing Programs. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (First day of initial lease term).

PAYMENT STANDARD: The maximum subsidy payment for a family for rent and utilities from the Housing Authority.

PERSONS WITH DISABILITIES: Individuals with any condition or characteristic that renders a person an individual with a handicap as defined in 24 CFR 8.2.

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

PRIVATE SPACE: In shared housing, the portion of a contract unit that is for the exclusive use of an assisted family.

PUBLIC HOUSING AUTHORITY: A state, county, municipality, or other governmental entity or public body authorized to administer the programs.

REASONABLE CAUSE: Applied to a set of facts or actions to prove whether a reasonable person would have come to the same conclusion or acted in the same way given the totality of the circumstances.

REASONABLE RENT: A rent to the owner that is not more than rent charged:

- (1) For comparable units in the private unassisted market; and
- (2) For comparable unassisted units in the premises.

RECERTIFICATION: Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim re-certifications.

RELATIVE: Any person related by blood, adoption or marriage.

REMAINING MEMBER OF TENANT FAMILY: Person left in assisted housing after other family members have left and become unassisted.

RENT TO THE OWNER: The total monthly rent payable to the owner under the lease for the unit. Rent to the owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

SECURITY DEPOSIT: Any advance payment, other than an advance for the first month's rent or a deposit for a key or any special equipment.

SERIOUS LEASE VIOLATIONS: The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

- (1) If the owner terminates tenancy for serious or repeated violations of the lease.

(2) If there are police reports, neighborhood complaints or other third party information, that has been verified by the PHA.

(3) Nonpayment of rent is considered a serious violation of the lease.

SERVICE PERSON: A person in the active military or naval service (including the active reserve) of the United States.

SHARED HOUSING: As defined in CFR Section 982.615, Shared housing is a single housing unit occupied by an assisted family and another resident or residents. The shared unit consists of both common space for use by the occupants of the unit and separate private space for each assisted family.

SINGLE PERSON: A person living alone or intending to live alone.

SPECIAL HOUSING TYPES: See Subpart M of 24 CFR 982, which states the special regulatory requirements for single room occupancy (SRO) housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

SPOUSE/PARTNER: A spouse/partner may be a person who is a boyfriend, girlfriend, significant other, spouse, or intimate partner.

SUBSIDY STANDARDS: Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

SUSPENSION/TOLLING: Stopping the clock on the term of a family's certificate or voucher, for such period as determined by the PHA, from the time when the family submits a request for PHA approval to lease a unit, until the time when the PHA approves or denies the request.

TENANT: The person or persons (other than a live in aide) who executes the lease as lessee of the dwelling unit.

TENANT RENT: The amount payable monthly by the family as PHA-approved rent to the owner.

TOTAL TENANT PAYMENT (TTP): The highest of 30% of the monthly-adjusted income, 10% of total monthly income, or the minimum rent.

UNIT: Residential space for the private use of a family.

UTILITIES: Utilities means water, electricity, gas, other heating, cooking fuels, trash collection and sewage services. Telephone, cable and internet services are not considered utilities.

UTILITY ALLOWANCE: An average estimated utility cost for the type, size and utility combination that the tenant would be responsible to pay.

UTILITY REIMBURSEMENT PAYMENT: The amount, if any, by which the Utility Allowance for the selected unit or authorized voucher size (whichever is less), if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

VASH: Veterans Affairs Supportive Housing. Program provides vouchers for homeless veterans.

VETERAN: A person or spouse who has served in the active military or naval service of the United States at any time and who shall have been discharged or released there from under conditions other than dishonorable.

VIOLENT CRIMINAL ACTIVITY: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.