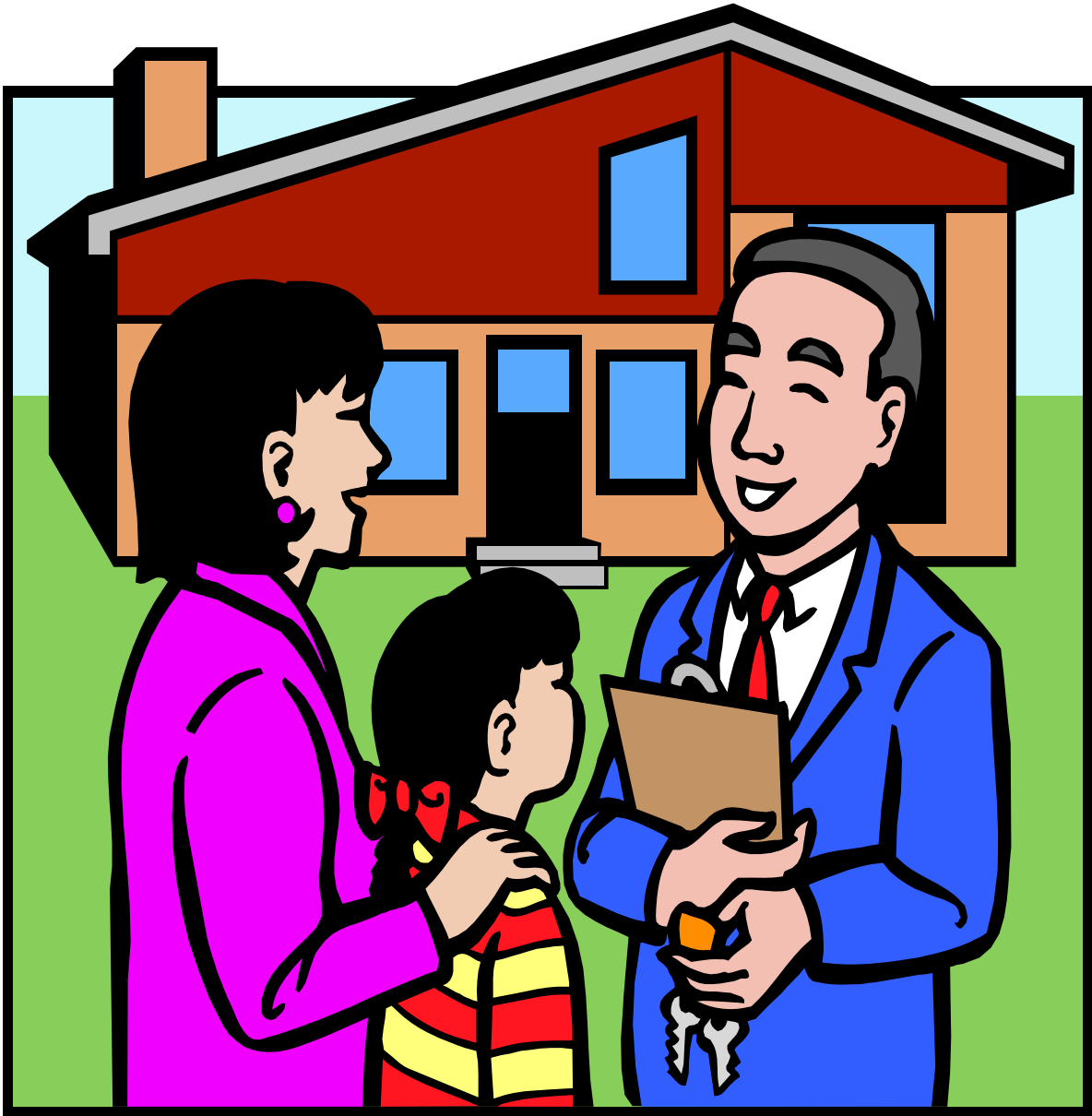


# OWNER'S GUIDE TO THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM



**ALLEGHENY COUNTY HOUSING AUTHORITY  
625 STANWIX STREET 12<sup>TH</sup> FLOOR  
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# Owner's Guide To The Section 8 Housing Choice Voucher Program

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# WELCOME TO THE ALLEGHENY COUNTY HOUSING AUTHORITY HOUSING CHOICE VOUCHER PROGRAM



DEAR PROPERTY OWNER:

Thank you for your interest in the Allegheny County Housing Authority (**ACHA**) Housing Choice Voucher Program. This informative guide to policies, procedures and regulations regarding the program is presented as a mechanism to assist you as you continue to work with our organization or to assist with the decision to establish a working relationship with our organization.

The Allegheny County Housing Authority is committed to provide more housing options to eligible residents of Allegheny County. We strive to be a high performing agency among housing authorities administering the Housing Choice Voucher Program. We have accomplished this goal and will continue to strive for this on an annual basis.

The Housing Choice Voucher Program exemplifies a public/private partnership. Approximately 2,000 private landlords and management agents are currently working with the Housing Choice Voucher Department to provide privately owned rental housing to about 5,500 **HCVP** recipients throughout Allegheny County. The ACHA provides monthly housing assistance payments to the owners or agents. The family pays an affordable amount based on a formula and the ACHA provides the difference.

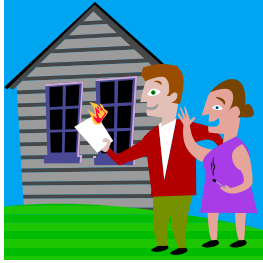
We have strong commitment to customer satisfaction. Every effort will be made to assist you in understanding your role and responsibilities.

We look forward to working in partnership with you to provide decent, safe and sanitary housing for low-income families in Allegheny County. On behalf of the applicants, program recipients, and ACHA, I thank you for your interest.

Sincerely,

A handwritten signature in blue ink that reads "Frank Aggazio". The signature is fluid and cursive.

Frank Aggazio  
Executive Director



## Landlord Benefits for Housing Choice Voucher Program Participation

- ❖ Housing Assistance Payments are mailed directly to the owner or agent of the owner on the first week day of each month.
- ❖ Risks in rent default are reduced because the tenant's portion of rent is based on their income.
- ❖ The owner sets the amount of the security deposit according to local practice.
- ❖ ACHA maintains a landlord listing that is provided to all tenants searching for a place to live, which may assist with property vacancy rates.
- ❖ The owner is responsible for screening tenants, which allows the owner full discretion for tenant selection.
- ❖ Annual Housing Quality Standards inspections assist the owner with identifying areas that need repair and maintain the overall quality of the unit.
- ❖ The initial lease term is typically 12 months, which improves tenant stability. Housing Choice Voucher program guidelines prohibit families from relocating with continued assistance during the initial term of their lease, unless the owner agrees to a mutual rescission of the lease.
- ❖ ACHA encourages timely payment of tenant rent by enforcing the family obligations in the program. It is a violation of a family's responsibilities in the program if the family fails to make timely rent payments or damages the unit beyond normal wear and tear.
- ❖ Participating owners help Allegheny County's low-income families secure safe, sanitary and decent housing.



## **HOW THE PROGRAM WORKS**

*The following is a basic guideline of how the Program works.*

1. A family is determined to be eligible.
2. The family is issued a Housing Choice Voucher.
3. The family searches for a unit to rent.
4. When the family finds a unit, they ask the owner or landlord if they will accept the voucher holder as a tenant, and if they are willing to accept a Housing Assistance Payment from ACHA.
5. The owner and family sign a Request for Tenancy Approval and submit it with a copy of an un-executed lease, proof of ownership and paid tax verifications. (County, School, and Borough).
6. If the owner's lease and rent amount are acceptable, the ACHA staff conduct an inspection. Inspections are scheduled between ten and fifteen working days after the Request for Tenancy Approval is received.
7. If there are repairs to be made the repairs must be completed before assistance may begin. Landlords are responsible to report when repairs are completed.
8. Once repairs are completed and the unit passed inspection, the owner and the tenant sign a lease.
9. The family pays the security deposit.
10. The owner signs a Housing Assistance Payment contract with ACHA.
11. The family moves into the unit.
12. Each month a portion of the rent is paid directly to the owner by ACHA (checks are mailed on the last working day of the month prior). And the family pays their portion directly to the owner.
13. The family reports certain changes in income and family composition.
14. The family's eligibility is recertified each year.
15. A unit must be reinspected and pass an HQS inspection each year.
16. If a new lease is offered each year, a copy of the lease (before signed) must be sent to ACHA with a Request for Tenancy Approval for ACHA approval at least 60 days prior to the annual recertification date. A new Housing Assistance Payment contract will also need to be signed prior to the annual recertification date. If the lease has a month-to-month revolving term, this step is not necessary, but any request for a rent increase must be sent to ACHA and the family for acceptance at least 60 days prior to its effective date.
17. Relocations are possible (after the initial lease term).

**ACHA Section 8 Housing Choice Voucher Program's  
THREE-WAY PARTNERSHIP**

<b>ACHA'S Responsibilities</b>	<b>Owner Responsibilities</b>	<b>Family Responsibilities to the Owner and the ACHA</b>
Determine family eligibility for Section 8 Program participation.	Screen families who apply to determine suitability as renters.	Abide by the terms of the lease.
Approve units and leases.	Comply with Fair Housing laws.	Pay rent on time and maintain and take care of the housing unit.
Review and approve rental amount for each unit.	Maintain the housing unit by making necessary repairs.	Provide any utilities that are not furnished by the owner.
Determine family eligibility annually.	Comply with the terms of the HAP Contract.	Keep utility accounts current.
Inspect subsidized units annually.	Collect the rent due from the family and comply with and enforce the lease.	Be responsible for damages to the unit or premises beyond normal wear and tear.
Conduct special inspections.		Abide by ACHA Family Obligations.
Ensure owners and families comply with program rules.		
Provide families and owners with prompt, professional service.		
Calculate family share of the rent and the Housing Assistance Payment (HAP).		
Issue Housing Assistance Payments (HAP) in a timely manner.		
Establish utility allowances.		



## Chapter 1: The Section 8 Housing Choice Voucher Program Overview

The Housing Choice Voucher Program (HCVP) is the federal government's major program for assisting very low-income families, the elderly and the disabled to afford decent, safe and sanitary housing in the private market. Because housing assistance is provided on behalf of the family or the individual, participants are able to find their own housing including single-family homes, townhouses and apartments. The participant is free to choose any housing that meets the requirements of the program.

Throughout this Guide, "Section 8 program" or "voucher program" may be used to refer to the HCVP for simplification.

Housing Choice Vouchers are administered locally by public housing agencies (PHAs). The PHAs receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program. A family that is issued a housing voucher is responsible for finding a suitable housing unit of their choice where the owner agrees to rent under the program. This unit may include the family's present residence. Rental Units must meet minimum standards of health and safety as determined by the PHA. A housing subsidy is paid directly to the landlord on behalf of the participating family. The family is responsible for paying the difference between the actual rent charged by the landlord and the amount subsidized by the program.

### **Section 8 Voucher Program Owners Help:**

- Maintain Housing Stock in the community.
- Foster upward mobility for low-income families.
- Foster stability in neighborhoods.

### **The PHA will Disapprove the Owner for the Following Reasons:**

- HUD has informed the PHA that the owner has been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
  - HUD has informed the PHA that the Federal Government has instituted
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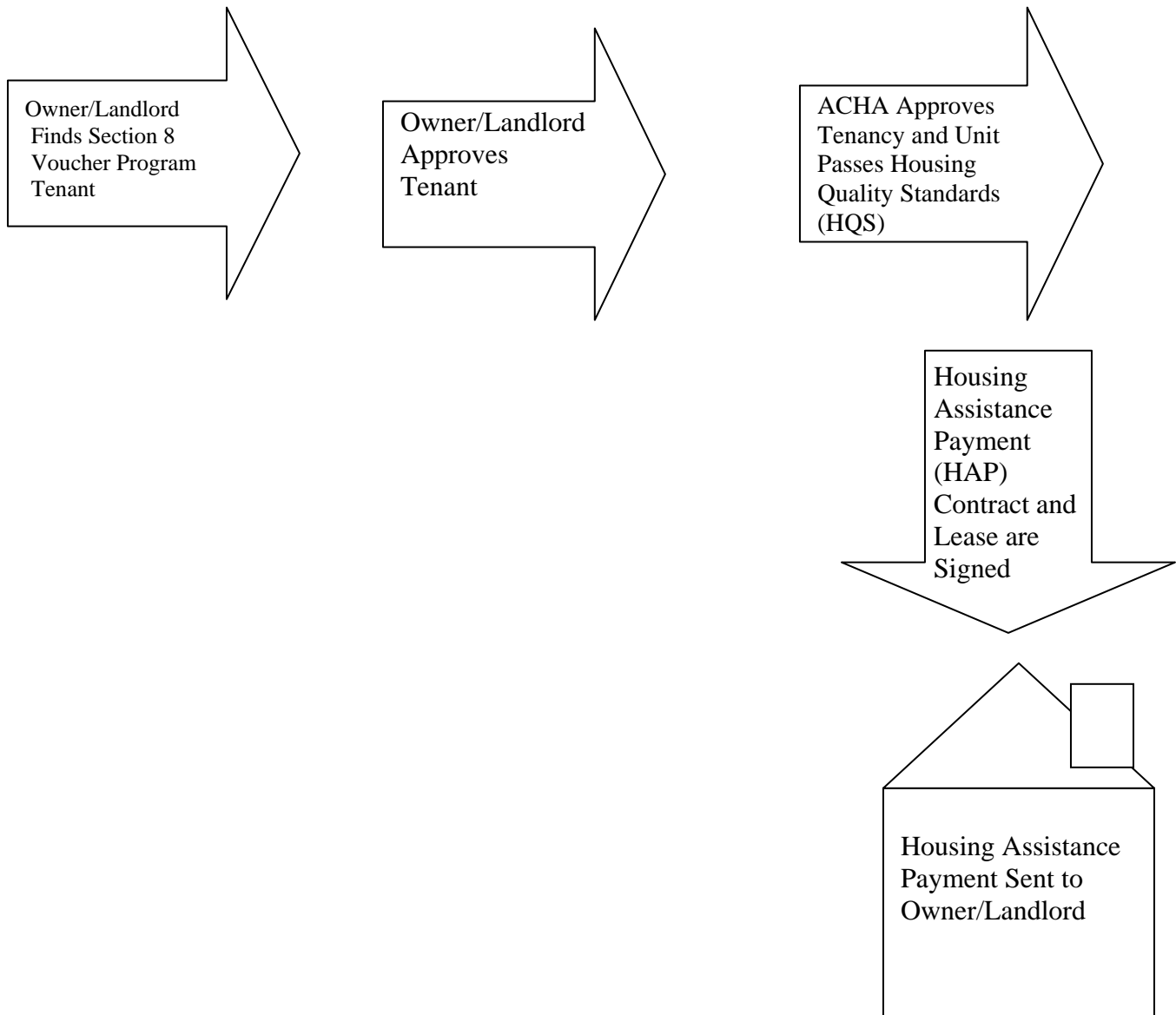
an administrative or judicial action against the violation of the Fair Housing Act or other Federal equal opportunity requirements and such action is pending.

- HUD has informed the PHA 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 to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. The PHA will waive this restriction with an approved reasonable accommodation for a family member who is a person with a disability.
  - In cases where the owner and tenant bear 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 obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
  - 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 any violent criminal activity.
  - The owner has a history or practice of non-compliance with the Housing Quality Standards (HQS) for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program.
  - The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other Federally-assisted housing program for activity 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 PHA, or of other employees or other persons engaged of the management of the housing;
    - Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
    - Is involved in drug-related criminal activity or violent activity.
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## Chapter 2: Five Easy Steps to Becoming a Section 8 Landlord

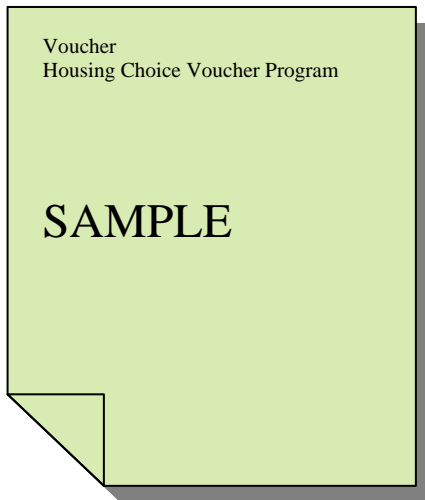
As a participating owner in the Section 8 Voucher Program, you are required to maintain your rental unit in compliance with local housing codes as well as Federal Housing Quality Standards (HQS) guidelines. It is the owner's responsibility to screen and select a tenant, execute the lease, execute the Housing Assistance Payment Contract, collect a security deposit and collect the family's portion of the rent.

### Become a Section 8 Landlord in 5 Easy Steps:



## Step 1: Find a Section 8 Voucher Program Tenant

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A family must locate a housing unit that meets the program rules. A family may choose to move anywhere within Allegheny County provided the unit meets Housing Quality Standards and the rent is deemed “reasonable” by ACHA and acceptable to the owner.

You may register your unit with ACHA by placing it on our Section 8 Landlord Listing on the website, [www.PAHousingSearch.com](http://www.PAHousingSearch.com) or by calling 1-877-428-8844.

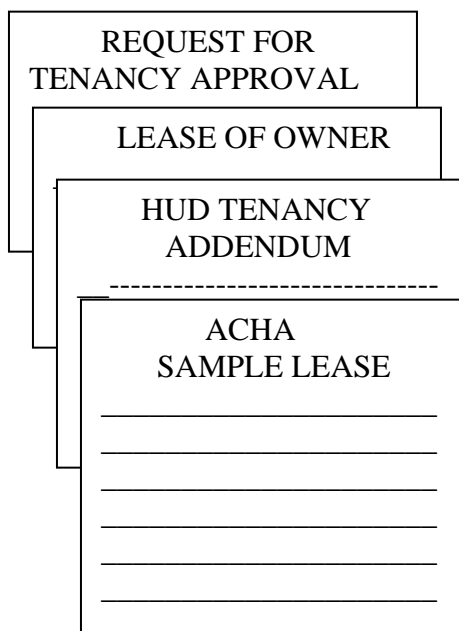
ACHA will issue the participating family a voucher. The owner is responsible to check the expiration date on the voucher. In addition, the owner should consider the size of the unit. Housing Quality Standards generally allow no more than two (2) persons per bedroom.

For the unit to be approved, it must meet the following requirements:

- The rent for the unit must be appropriate for the type, size, condition and location of the unit.
- The unit must pass Housing Quality Standards (HQS) Inspection.
- The Landlord must be willing to enter into a contract with ACHA and comply with program rules.

## Step 2: Owner/Landlord Approves Tenant

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The owner is responsible for screening and selecting a suitable family for tenancy. ACHA certifies the family is eligible to receive Section 8 Voucher assistance.

The owner should use the same screening procedures used for non-subsidized tenants. The owner is under no obligation to lease to family with a Section 8 Voucher. However, the owner may not discriminate against any prospective tenant on the basis of age, race, creed, color, sex, religion, disability, national origin or family status. With written consent from the tenant, ACHA will provide prospective landlords with names and phone numbers of current and previous landlords.

The owner should review the family’s voucher for expiration date and bedroom size approval. It is the landlord’s responsibility to complete the Request For Tenancy Approval (RFTA) form and submit it along with a copy of the lease agreement for ACHA approval. The HUD Tenancy Addendum must be signed and attached to all leases submitted by owners. An inspection will be scheduled once the RFTA has been submitted.

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## Step 3: ACHA Approves Tenancy and Unit Passes HQS

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### Actions Before Lease Term

*The following must always be completed prior to the beginning of the initial term of the lease for a unit:*

- The PHA has inspected the unit and determined it satisfactory to HQS guidelines.
- The PHA has approved leasing the unit in accordance with program requirements.
- The landlord and the tenant have executed the lease, including the HUD-prescribed tenancy addendum.
- When the gross rent exceeds the applicable payment standard for the family, the PHA must determine the family share ((total family contribution) will not be more than 40% of the family's monthly adjusted income.

### Lease Review

ACHA will review the lease, particularly noting the qualifications of optional charges and compliance with regulations and state and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request for Tenancy Approval. The HUD prescribed tenancy addendum must be included in the lease word-for-word before the lease is executed.

### The Lease Must Specify:

- Owner and tenants names that will reside in the unit.
- The address of the rental unit (including apartment number, if applicable).
- The amount of monthly rent due to the owner.
- The utilities and appliances to be supplied by the owner.
- The utilities and appliances to be supplied by the family.

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#### HQS Inspection Checklist

Listed below are the most common reasons that units fail HQS inspections. Please look your unit over carefully before the schedule inspection date. ACHA will not enter into a HAP contract with you until the unit passes an HQS Inspection.

#### Unit Approval

All units must pass a Housing Quality Standards (HQS) Inspection prior to the execution of the Housing Assistance Payment Contract. The unit must also pass an annual HQS Inspection.

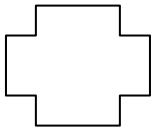
ACHA encourages owner participation in the HQS Inspection. When the unit passes the HQS inspection, ACHA will approve the unit for assistance at the rent ACHA determines reasonable. Payments cannot cover a time period prior to both the unit passing an inspection and the tenant having keys. If the unit does not pass the initial inspection, up to two more inspections may be conducted within a thirty-day period. An HQS Inspection Checklist is provided in the back of this guide.

**Accessible Units are paid a higher payment standard.** For information contact Renee Mielnicki at (412) 402-2603.

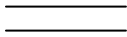
#### Step 4: HAP Contract And Lease Are Signed

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HOUSING ASSISTANCE  
PAYMENT (HAP)  
  
(Portion paid by ACHA)



**Family Rent to Owner**  
(Portion paid by The Family)



RENT TO OWNER  
(Paid monthly under HAP Contract)

If the unit passes the HQS Inspection and the rent is deemed reasonable by ACHA and acceptable to the owner, then ACHA will offer the owner a **Housing Assistance Payment Contract (HAP Contract)** and the owner is free to offer the family a lease.

The “**Rent to Owner**” is the complete monthly rent payable to the owner under the terms of the lease including HAP payment and tenant rent.

**Housing Assistance Payment** is the monthly assistance payment by the ACHA to the owner for rent under the terms lease.

**Family Rent to Owner** is the amount payable monthly by the family as rent to the owner. Generally, the family pays up to 40% of adjusted gross income. However, this amount will vary based on the family’s responsibility for utility payments.

To determine if the rent proposed by the owner is reasonable, ACHA is required to compare the proposed rent to the rent charged for comparable “unassisted” or unsubsidized units in the area. ACHA will compare size, location, quality, amenities, housing services, age of the unit, unit type, maintenance and utilities with comparable rental units in the same neighborhood.

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## **HUD TERMS USED FOR RENT DETERMINATION:**

### **Utility Allowance**

A utility allowance is the estimate of the average monthly utilities expenditure necessary for a household. If utilities are included in the rent, there will be no allowance. Allowances vary by unit size and type of utility. The landlord is responsible for utility payments for properties with two or more units that are not separately metered.

### **Fair Market Rent (FMR)**

Figures are determined by HUD and represent the mid-range value for rents in the area according to bedroom size.

### **Payment Standards**

The maximum Section 8 assistance payment for a family is based on established payment standards for the bedroom size of the unit for which the family has qualified. Payment standards are determined by the federal government.

## **HOW SECTION 8 DETERMINES RENT:**

- The owner requests what he or she charges for rent for the unit when no subsidy is involved.
- Section 8 compares that figure to similar units in the same neighborhood to determine whether the requested rent is “reasonable.” All rents are adjusted to reflect utilities paid by the tenant.
- This figure is compared against the “payment standard,” or the maximum amount the ACHA can pay for a family according to bedroom size for which the family has qualified.
- The tenant pays 30-40% of his/her income toward the rent in the first year of contract. Section 8 pays the balance.
- Tenants cannot pay more than 40% of their adjusted income toward rent in the first year. If the rent for the unit and the tenant’s income are such that the tenant would be paying more than 40% the tenant must find a unit that charges a lower rent.
- Owners may request an annual rent increase.

The lease is executed between the owner and the family and it runs concurrently with the HAP Contract. The HAP contract is executed between ACHA and the property owner. When HAP contract ends, so does the lease (and vice versa).

The initial term of the lease must be for **AT LEAST ONE YEAR.**

The lease may provide for automatic renewal after the initial term on a month to month basis.

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ACHA will not authorize the family to move during the first year of the lease without a written release from the landlord. After the first year of

the lease, the family may terminate the tenancy in accordance with the terms of the lease. All new and revised leases are subject to ACHA approval.

### **SECURITY DEPOSITS**

Families are responsible for payment of security deposits if charged by the owner. In the ACHA Section 8 Voucher Program, the security deposit may not exceed those charged to unassisted tenants or more than two months of the contract rent (nor the maximum approved by state or local law).

## **Step 5: Housing Assistance Payment (HAP) to Owners**

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Once the HAP Contract and the lease are signed, ACHA will make the initial payment and will continue to make monthly payments to the owner as long as the family continues to meet eligibility criteria and the unit qualifies under the program.

ACHA will make Housing Assistance Payments directly to the owner by check or automatic direct deposit. The owner is responsible for collecting the family's portion of the rent.

## **HUD requires that the following events take place annually:**

### **HQS Inspection Checklist**

Listed below are the most common reasons that units fail HQS inspections. Please look your unit over carefully before the scheduled inspection date. ACHA will not enter into a HAP contract with you until the unit passes an HQS inspection.

The 8 areas that will be reviewed for HQS are as follows:

10. Living room
11. Kitchen
12. Bathroom
13. Other Rooms Used for Living
14. Secondary Rooms (not used for living)
15. Building Exterior
16. Heating and Plumbing
17. General Health and Safety
18. Paint Condition

All ceilings, walls and floors must be strong, sturdy and in their permanent position.

A working smoke detector with a live battery must be installed on every level of the unit, including the basement and outside of sleeping rooms if any member has hearing loss.

### **1) Annual Re-certification**

The family must be re-certified annually to determine continued eligibility for the program and the correct level of assistance based on income and family composition. The owner will receive notice of any change in the Tenant Rent or Housing Assistance Payment.

### **2) Annual Housing Quality Standards Inspection**

Housing Quality Standards (HQS) represent minimum nationwide standards established by HUD. The unit must be inspected and meet Housing Quality Standards at least annually. The inspections generally occur every ten months as the "annual" requirement is to inspect before a full year passes. However, an inspection may occur more frequently if a life-threatening violation is reported or a municipality or other party requests a special inspection.

If the unit fails an HQS inspection, the owner must take corrective action within the specified period of time, unless ACHA approves an extension. If corrective action is not taken, ACHA will abate (stop) the HAP payment. If an HQS violation is life threatening, the owner must correct the defect within 24 hours. If repairs are not made on the 24-hour emergency items, ACHA will abate the HAP payment and terminate the HAP contract effective the end of the following month.

If it is determined the family caused the HQS Deficiencies, corrective action by the family must be taken within 30 days, unless ACHA approves an extension. If corrective action is not taken, ACHA may terminate the family's assistance.

### **Special Inspections**

Tenants can request a special inspection after requesting work to be done by the owner if the work is not completed in a timely manner.

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### **Abatement Means "Stop Payment" of all Landlord Checks**

If at any time it is determined that the unit does not meet HQS, ACHA will notify the owner in writing and provide a reasonable period of time

in which to make repairs. If repairs are not made within the specified time period ACHA is required to abate (stop) HAP payments. If a payment is abated, ACHA will not make the HAP payment.

If the unit is abated, HAP payments will not resume until repairs are made. Furthermore, there will be no retroactive payments for the period of time for which the unit has been under abatement for non-compliance with HQS.

### **Local Housing Codes**

If ACHA receives notice from a municipality that a unit is in serious violation of a housing code, ACHA will proceed with a Special Inspection. If documented deficiencies are not corrected within the time allotted by ACHA, (usually 30 days), the unit will be abated. If an HQS breach is life threatening, the owner must correct the defect within 24 hours.

### **Rent Adjustments**

1. The owner may not increase the rent during the first twelve (12) months of the lease. After the first year of the lease and annually thereafter, the owner may request a rent adjustment.
  2. Requests for rent adjustments must be made to ACHA in writing. Requests must be submitted at least 60 days prior to the contract anniversary date. If the unit has a year-to-year lease, the rent may not change after the year commences.
  3. All increases in rent must be deemed "reasonable."
  4. ACHA will provide written notice to both the landlord and the family of any adjustments to HAP payments or the family's contribution.
  5. Rent adjustments may be approved if the landlord can demonstrate that an increase in property taxes makes a rent increase reasonable, or if renovation to the property has improved it such that a rent increase is reasonable after the first year of the lease.
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## Chapter 4: Lease and HAP Contract Termination

The owner's approved lease and the HAP Contract run concurrently. Therefore, if the assisted lease ends, the HAP Contract ends. And if the HAP Contract ends, the owner's lease ends.

### The HAP Contract Terminates If:

#### **THE OWNER EVICTS THE FAMILY**

The landlord may evict the family only by instituting a court action. The owner must give the family written notice of grounds for eviction at or before commencement of the eviction action. The owner must give ACHA a copy of any eviction notice or lease termination given to the family.

#### **THE FAMILY TERMINATES THE TENANCY**

The family may terminate the tenancy at any time after the first year of the lease with proper notice to the owner. Proper notice is defined in the lease.

#### **THE FAMILY MOVES FROM THE UNIT**

A family is required to give the owner notice in accordance with the lease terms before moving from a unit. Section 8 requires that at least 30-days written notice is given after the first year of the lease. ACHA will allow a family to move if they have not already entered into a new 1-year lease. Upon request, a family will be issued a voucher to move within 60 days of issuance. Housing assistance payments will only be paid while the family is living in the contract unit.

#### **ACHA TERMINATES THE FAMILY'S ASSISTANCE**

ACHA will provide both the owner and the family with advance written notice if the family is being terminated from the program.

When the family is terminated from the Section 8 Voucher Program, the HAP contract automatically terminates and the tenancy then becomes "unassisted."

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## Chapter 5: Avoid These Common Owner Violations

In order to avoid the most common program violations, an owner should:

Always maintain the unit in accordance with HQS standards.

Never accept HAP payments from ACHA for vacant units.

Never demand or accept “side” payments from a family.

A side payment is any money paid by the tenant to the owner for rent that is not in the approved contract rent. This includes payment for utilities not specified as a tenant responsibility. Utilities must be paid in accordance with the contract terms.

ACHA is committed to providing excellent service to participating Section 8 Program families and property owners. The success of this program relies on ACHA being able to contract with property owners and managers who offer quality, affordable housing.

Visit our website at [www.ACHSNG.com](http://www.ACHSNG.com) for Section 8 Program information including rent determination and Housing Quality Standards for inspections. You will also find links to other important housing resources such as neighborhood maps and Fair Housing requirements.



## Chapter 6: HQS Inspection Checklist

Listed below are the most common reasons that units fail Housing Quality Standards (HQS) Inspections. Please pre-inspect your unit carefully before the scheduled inspection date. ACHA will not enter into a HAP contract with you until the unit passes on HQS Inspection.

**The 8 areas that will be reviewed for HQS are as follows:**

- 1. Living Room**
- 2. Kitchen**
- 3. Bathroom**
- 4. Other Rooms Used for Living**
- 5. Secondary Rooms (not used for living)**
- 6. Building Exterior**
- 7. Heating and Plumbing**
- 8. General Health and Safety**
- 9. Paint condition**

\_\_\_\_\_ All ceilings, walls and floors must be strong, sturdy and in their permanent position.

\_\_\_\_\_ A working smoke detector with a live battery must be installed on every level of the unit, including the basement and outside of sleeping rooms. If any family member has hearing loss, a smoke detector for the hearing impaired must be installed.

\_\_\_\_\_ The entire unit – inside and outside, including window frames – must be free of cracking, scaling, peeling, chipping and loose paint. **THIS HELPS PREVENT EXPOSURE TO POSSIBLE LEAD-BASED PAINT HAZARDS.**

\_\_\_\_\_ Every room used for living must have either two working outlets or one working outlet and a permanently installed light fixture. At minimum, each bathroom must have a permanently installed light fixture.

\_\_\_\_\_ All light switches and outlets must have secured plate covers installed.

\_\_\_\_\_ All windows and doors must be weather-tight and secured when closed.

\_\_\_\_\_ All windows and doors that are accessible from outside must have sturdy working locks.

\_\_\_\_\_ All operable windows must have a mechanism to secure them when open and lock them when shut.

\_\_\_\_\_ Every bedroom must have at least one operable window for ventilation.

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\_\_\_\_\_ If the unit has third floor sleeping rooms, and if the family is eligible to use this area for sleeping, the owner must provide a safe method of escape in the case of fire. (for example – chain ladder)

\_\_\_\_\_ If there is a bedroom with a toilet that is not hooked up to water or sewer lines, it must be repaired prior to occupancy. If the toilet is removed, the drain must be sealed to prevent rodents and sewer gasses from escaping into the unit.

- \_\_\_\_\_ The bathroom must have either an operable window or an exhaust fan for ventilation.
- \_\_\_\_\_ The hot water tank's pressure release valve must have a discharge line extending down to within six inches from the floor.
- \_\_\_\_\_ The flue pipes leading from the furnace and hot water tank must be sealed where they enter the chimney. Also, check to ensure that the flue pipes connected to the furnace and hot water tank are properly installed.
- \_\_\_\_\_ Every room used for living must have an adequate heat source. If the source is gas, it must be vented to the outside, if the source is electric, it must be permanently installed and controlled by a separate thermostat.
- \_\_\_\_\_ The unit must be free from any accumulation of garbage and debris, both inside and outside.
- \_\_\_\_\_ The owner must provide "refuse disposal." These facilities include trashcans with covers, garbage chutes, dumpsters with lids or trash bags – provided they are approved by your local Health and Sanitation Department.
- \_\_\_\_\_ Unit must be free of peeling, cracking, chipping or chalking paint on interior or exterior surfaces.

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## **SUMMARY OF HOUSING QUALITY STANDARDS**

THE FOLLOWING IS A SUMMARY LIST OF MINIMUM STANDARDS  
FOR UNITS IN ACHA SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

### **GENERAL STANDARDS**

- There must be a Living Room, Kitchen, Bathroom, and a Bedroom for every two persons.
- All outlets and switches must be flush with the wall and have unbroken, tight fitting cover plates.
- All light fixtures and/or ceiling fans must be secured to the wall or ceiling. It is recommended that pull chains on

fans and light fixtures be string, rope, or cord rather than metal, which conducts electricity.

- Permanently installed ceiling or wall light fixtures must have covers (globes) if they were designed to have covers.
- All rooms must be free of any frayed or exposed wiring, and the wiring must be the proper type.
- All windows and doors that are accessible from the outside must have secure frames and acceptable locks that work. Padlocks are not acceptable locks on exterior doors. Double keyed locks are acceptable only on doors that are partially glass or on solid doors if there is an alternate means of egress in the same room.
- Windows must be airtight, free of breaks and cracks, and the sashes must meet. There must be minimal or no deterioration. Screens, if present, must be in good condition.
- In rooms where windows are required, the windows must open to the exterior of the unit.

- Sliding glass doors can serve as windows in the Living Room or Bedroom if there are no windows. If the unit does not have central air conditioning, then a screen must be present on the sliding glass door.
- At least one window in each room must open (if designed to open). Props are not allowed in any windows. If the unit does not have central air conditioning, a screen must be installed on a window that opens.
- Exterior doors must be airtight, have adequate weather-stripping, and have a sound threshold. If there is a storm door present, it must be properly installed.
- Interior doors (closet doors, doors opening into rooms, etc.) must be properly installed. There must be no hazardous conditions present.
- Ceilings must be sound and free from hazardous defects, leaks, holes or bulges.
- Walls must be sound and free from hazardous defects or holes.
- The unit must be free of chipping, cracking, peeling paint.
- Floors must be sound and free from hazardous defects, holes, soft spots, bulges or tripping hazards.
- All utilities must be connected either by the landlord or the tenant. A unit without utilities is considered substandard.

## STANDARDS THAT APPLY TO SPECIFIC ROOMS

### Living Room

- Must have at least two working outlets or one working outlet and one working, permanently installed ceiling or wall light fixture.
- Must have at least one window.

### Other Rooms Used for Living and Halls

- There must be a means of illumination (EX: light fixture, wall outlet, window, etc.

### Kitchen

- Must have at least one working outlet and one working, permanently installed ceiling or wall light fixture.
- The stove and refrigerator must be plugged into an outlet (cannot be plugged into an extension cord).
- There must be a microwave or stove with an oven and all burners in working condition. Oven door must be secure and all knobs and handles present. Oven must have racks.

## STANDARDS THAT APPLY TO SPECIFIC ROOMS, CONT

### Kitchen, cont.

- If a landlord provides a microwave for the family's use, the family must sign a statement that this is acceptable. This can be done on either the "Lease" or the "request for Lease Approval".
- If there is a stove and a microwave present in the unit, but the stove does not work, it does not have to be removed from the unit unless there are electrical hazards present. If the landlord had agreed to provide a stove for the tenants' use, then the stove must be repaired or replaced.
- A refrigerator must be present which freezes and cools properly. Gaskets and seals must be in good condition. Grill area must be adequately covered. Shelves must be present in the refrigerator.
- A sink must be present with hot and cold water, which drains properly. Handles must be present on the sink. The trap must be properly installed. All pipes and faucet must be free of leaks or drips; there must be no visible holes around the pipes.
- There must be space to store and prepare food.

#### Bedrooms

- There must be at least two working outlets or one working outlet and one working, permanently installed light fixture.
- There must be a door for privacy that will stay shut and is properly installed.
- Basement bedrooms must have the same requirements.
- Must have sash ropes or chains on both sides.

#### Bedrooms, cont.

- Must be 70 sq. ft.
- There must be at least one window, and if designed to open, at least one window must open, and remain up without a prop. Must have a heat source.

#### Bathroom

- There must be at least one working, permanently installed light fixture.
- If window is present in the bathroom, it must open, and remain up without a prop. If there is no central air conditioning in the unit, the window must have a screen.
- If there is no window that opens, then an operable vent fan must be present.
- There must be a sink with hot and cold water, which drains properly. Handles must be present on the sink; the trap must be properly installed; pipes and the faucet must be free of leaks or drips; there must be no visible holes around the pipes.
- There must be a flush toilet in an enclosed room that flushes and shuts off properly; it must be free of leaks and cracks; and must have a seat and tank top.
- There must be a door for privacy, which will stay shut and is properly installed.
- There must be a tub or shower with hot and cold running water, which drains properly. It must be free of leaks drips and sharp objects. All handles and levers must be present on the tub or shower.

### PLUMBING AND HEATING

- All rooms must have direct or indirect heat.
- Unvented heaters that burn oil or kerosene are prohibited.
- If gas or wood stoves are being used, the flues must be installed properly, with secure pipes; collars must be present, and installed securely, with no visible openings.
- If wood heat is the primary heat source, is recommended the chimney be cleaned annually.
- Each unit must have a properly installed and operating hot water heater.
- Permanent heaters must have knobs and be properly installed.

### PLUMBING AND HEATING, cont.

- If the hot water heater is gas, the flue must be secure. Collars must be present and installed securely, with no visible openings. If gas hot water heater is located in a living or sleeping area, it must be enclosed. An adequate enclosure is a "shield" that is secured to the floor or walls, provides adequate ventilation, is 6" higher than the water heater, and will protect the tenant in the event of an explosion.

- If the water heater is electric, and it is accessible to the family, the romex wire must be enclosed in protective conduit.
- There must be a temperature-pressure relief valve on the water heater with a 3/4" overflow pipe which extends to within 6" of the floor or to the exterior of the unit.
- The water and sewer system must be served by an approved public or private system. Drinking water provided by a well must be tested every two years.

## GENERAL HEALTH AND SAFETY; INTERIOR

- The unit must be capable of being entered without going through another unit.
- There must be adequate exterior doors and operable windows for exit.
- If there are security bars on the windows, at least one in each room without an exterior door must open from the inside.
- Elevators (if applicable) must have a current inspection certificate and be in a safe and working condition.
- Unit must be free of insects, mice, rats, other vermin, and garbage or debris.
- Unit must be free of chipping, cracking, peeling paint.
- Unit must be free of abnormally high levels of air pollution such as vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants.
- Unit must be free of other hazards such as splintered doors, sliding closet doors that could fall down, protruding nails, etc.
- Unit must have adequate ventilation.
- There must be a metal cover over the fuse/breaker box.
- If the tenant is hearing impaired, the smoke detector must have a visible signal (lights), and must be installed in the bedroom occupied by the hearing-impaired individual. The smoke detector must be connected to the regular smoke detector outside of the bedroom. Portable smoke detectors are not permissible; the possibilities of loss or improper use make portable detectors less reliable, especially when used as the sole warning system.
- Smoke detectors are required in unfinished basements (cellars) if there is any type of electrical appliance, such as a water heater, washer/dryer, or fuse/breaker box. If a light fixture is the only type of "electrical appliance present, then no smoke detector is required.
- It is recommended that smoke detectors placed in a basement be in close proximity to the stairway leading to the floor above; that smoke detectors installed to protect a sleeping room be located outside of the bedroom, but in the immediate vicinity of the sleeping area; that smoke detectors be mounted on the ceiling at least 4 inches from a wall or on a wall with the top of the detector not less than 4 inches nor more than 12 inches below the ceiling.
- If the unit is more than two stories, there must be fire escape.
- Interior stairs and common halls must have adequate lighting and be free of any hazardous or failing conditions in the walls, floor, ceiling, windows or doors. If there are four or more steps, or the steps, balconies or ledges are 30" or higher, there should be a secure handrail. All steps should be present, stable and secure.

There must be an operable smoke detector or fire alarm on each level of the unit (including the basement). There must be at least one smoke detector located in hallway outside the bedrooms.

## GENERAL HEALTH AND SAFETY; EXTERIOR

- The grounds must be free of garbage, debris, trash, etc.
- Covered trash cans or dumpsters must be provided for the tenant's use.
- Outbuildings must be in sound condition.
- The site and immediate neighborhood must be free from conditions that would seriously endanger the health or safety of the residents such as uncovered wells, deep holes, abandoned appliances, abandoned cars, etc.

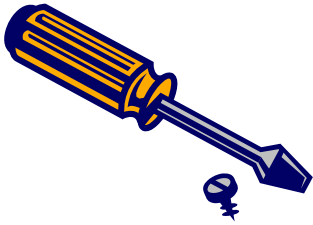
## BUILDING EXTERIOR

- The foundation must be free of large cracks, and must be stable.
- Vents and crawl spaces must be covered.
- Stairs, rails, and porches must be secure. If steps are present, they must be stable, and secure. Unsecured concrete blocks can not be used as steps.
- If a sidewalk is present, it must be free of large holes and cracks, and should be stable.
- If there is a porch or balcony 30" or higher, a secure rail with adequate protection (slats, lattice, etc.) must be installed to prevent a person from falling through.
- If there are four or more steps 29" or less in height, there must be at least one handrail.
- If there are four or more steps 30" or higher, and both sides of the steps are exposed (open), there should be two secure handrails with adequate protection (slats, lattice, etc.) to prevent a person from falling through.
- It is recommended that slats be installed no more than 6" apart, and that railings be installed to within 6" of the porch or steps.
- Roofs must be free of damage or leaks.
- Water hydrants must be free of leaks and drips.
- Gutters and downspouts, if present, must be sound and secure.
- The exterior must be free of holes, missing siding, and appear airtight.
- The chimney must be sound, stable, and free of hazards.
- Plumbing vent pipes and flues must extend above the roofline.
- Unit must be free of loose, frayed or exposed wires that could be hazardous.
- Exterior must be free from chipping, cracking, peeling paint.
- Window air conditioners must be installed securely, and be free of any exposed or frayed wiring or other hazardous conditions.

## MANUFACTURED HOUSING

- Tie downs are required on mobile homes. If tie downs are not visible, an affidavit must be signed by the owner stating that tie downs have been installed.
- Underpinning is required. It must be installed securely, with no large openings.
- Steps must be secure and stable. A concrete block, for example, cannot be used as steps.
- Wood burning stoves are not allowed.

# COMMON REASONS UNITS FAIL HQS INSPECTIONS

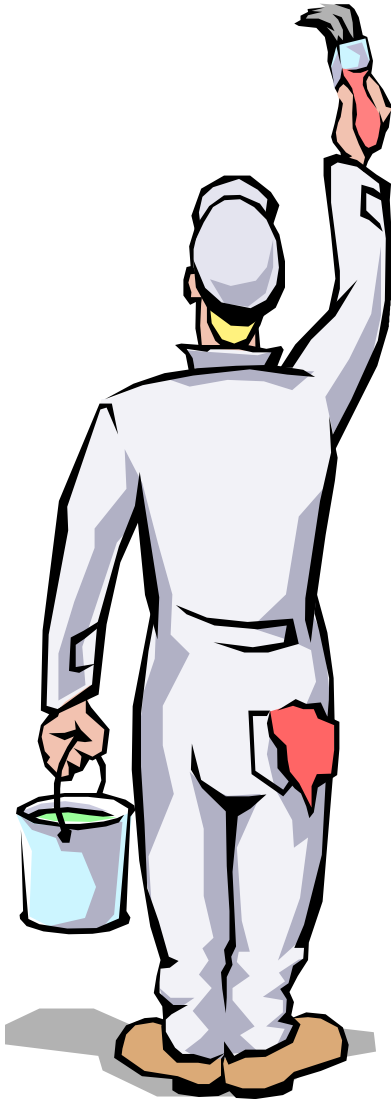


1. Smoke alarm missing or not working
2. Lack of ventilation in the bathroom (e.g. no window/fan).
3. Outlet covers are missing or broken.
4. Windows are broken or locks are missing.
5. Bug/vermin infestation.
6. A handrail is not present where four or more consecutive steps are present.
7. Secure railings are absent around a porch or balcony that is 30 inches or more above the ground.
8. Paint on interior or exterior surfaces is chipping or peeling.
9. Water heater discharge line is missing or is too short; pop/relief valve is missing.
10. Utilities are disconnected.
11. Stove/refrigerator is missing or inoperable and/or missing knobs, burners or heating elements.
12. A tripping hazard is present as a result of a damaged floor covering.
13. Electrical wiring is exposed.
14. A bedroom is missing a window. All rooms designed to be used as a bedroom must have a window. If a window is designed to open, it must open. Props are not allowed in windows.



## Chapter 7: Lead-Based Paint Regulations

### **Lead-based paint rules apply to all housing constructed before 1978.**



All tenants must be provided with a copy of the HUD/EPA pamphlet, “Protect Your Family from Lead in Your Home.” This document. EPA747-K-9401 is available through the Government Printing Office. (Photocopies are permissible.) (See below for Lead-Base Paint Regulations.)

The owner and the family must complete and sign a “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” form. This form must be kept on file by the landlord for at least three (3) years. The owner is required to disclose any known lead-based paint hazards to the family.

### **Conditions Requiring Clearance Testing**

Testing for lead is required if all three of the following conditions exist:

- Unit was constructed before 1978.
- A child under the age of 6 is living in the unit or routinely at the unit, or there is a pregnant occupant.
- Defective paint, e.g. chipping, peeling, chalking, flaking paint or clear finish.

For more information on project-based requirements and or lead paint in general, visit the HUD web page at [www.hud.gov](http://www.hud.gov).

During inspections, all units with deteriorated or damaged paint, meeting the above conditions, will be assumed to have lead-based paint (LBP) unless the paint has been tested and deemed lead free by a licensed Lead Inspector or Risk Assessor. All deteriorated paint must be stabilized by properly trained person. Stabilization must be completed before the unit is occupied, or within the time allotted by ACHA.

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Only properly trained individuals may work on LBP or paint assumed to be LBP. Clearance testing is required after repairing LBP. After completion of work involving LBP (or what is assumed to be LBP), the owner must have lead wipe samples secured by a Risk Assessor and the dust levels must be below HUD defined levels. Section 8 will provide this service.

If there is a child with an Elevated Blood Level (EBL) under age six (6) living in the unit, a Lead Risk Assessment of the unit and its common areas must be completed within 15 days of notification. (A child demonstrating Elevated Blood Levels is one determined to have excess lead levels in his bloodstream.) The assessment may be performed by the Health Department, a licensed contractor or ACHA.

For more information, contact your local Health Department or the National Lead Information Center at **1-800-LEAD-FYI**. Owners may also contact with Environmental Consultants to assist with compliance with LBP regulations. You will find consultants listed in your local Yellow Pages.

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## Chapter 8: Glossary of Section 8 Housing Terms

**ABATEMENT:** The period of time when Housing Assistance Payments are not made to the property owner because the assisted unit does not meet Housing Standards. Retroactive payments are not paid for the time the unit is in non-compliance. If the housing assistance payment is abated, the family is still responsible for their share of the rent.

**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}

**DRUG TRAFFICKING:** The illegal manufacture, sale distribution or possession with intent to manufacture, sell or distribute a controlled substance.

**EXCEPTION RENT:** An amount that exceeds the published Fair Market Rent.

**FAIR MARKET RENT:** The rent including the cost of utilities (except phone) as established by HUD for units of varying sizes as compared to similar privately owned units in the housing market area. All Section 8 housing, while modest, must be decent, safe and sanitary with suitable amenities.

**FAMILY/PARTICIPANT:** A family that has been admitted to the Section 8 Voucher Program and is currently assisted in the program.

**FAMILY RENT TO OWNER:** The portion of rent paid by the tenant to the property owner.

**GROSS RENT:** The sum of the "Rent to Owner" plus any utility allowance. If there are no tenant-paid utilities, the "Rent to Owner" becomes the "Gross Rent."

**HOUSING AGENCY (HA) PUBLIC HOUSING AGENCY (PHA):** Any state, county, municipality or other governmental entity or public body authorized to engage in or assist in the development or operation of housing for low-income families.

**HOUSING ASSISTANCE PAYMENT (HAP):** The monthly assistance payment by a Public Housing Authority including:

1. A payment to the property owner for rent due under the family's lease.
2. An additional payment to the family if the total assistance payment exceeds the "Rent to Owner." This additional payment is known as a "Utility Reimbursement Payment."

**HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT:** A written contract between the PHA and the owner for the purpose of providing housing assistance payment to the property owner on behalf of an eligible family. It defines property owner and PHA responsibilities.

**HOUSING QUALITY STANDARDS (HQS):** HUD minimum quality standards for housing assisted under the Section 8 Voucher Program.

**HUD:** The U.S. Department of Housing and Urban Development.

**LANDLORD:** The legal property owner, the owner's representative or the managing agent, as designed by the owner.

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**LEASE:** A written agreement between an owner and a tenant. The lease of a unit establishes the conditions for occupancy of the dwelling unit by a family with Housing Assistance Payments under a HAP contract between the property owner and the PHA. In cooperative housing, a written agreement between a member's family with Housing Assistance Payments to the cooperative under a HAP contract between the cooperative and the PHA.

**LOW INCOME FAMILY:** A family whose annual income does not exceed 80% of the median income for the area as determined by HUD.

**OWNER:** Any person or entity with the legal right to lease a unit to a participating family.

**PARTICIPANT/FAMILY:** A family that has been admitted to the Section 8 Voucher Program and is currently assisted in the program.

**PAYMENT STANDARD:** The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family).

**PORTABILITY:** The ability of a family to move to a dwelling unit with section 8 assistance outside of the jurisdiction of the housing authority that initially issued the voucher.

**REASONABLE MODIFICATION OF RENTAL UNIT:** The Fair Housing laws allow persons with disabilities to make adjustments to their rental units at their own expense.

**REASONABLE RENT:** Rent to Owner that is not more than either.

1. The rent charged for comparable units in the private, "unassisted" market.
2. The rent charged by the owner for comparable unassisted units in the same building or premises.

**RECERTIFICATION:** (Also known as annual re-examination.) The process of securing documentation of the family's total income, used to determine the rent the tenant will pay for the 12 month contract (assuming no interim changes are reported by the family).

**RENT ADJUSTMENT:** In accordance with HUD regulation a property owner may request a rent increase or decrease in "Rent to Owner." Requests for rent adjustments may be made annually and must be made 60 days prior to the contract anniversary date. When an adjustment is made, the PHA will determine whether the rent is reasonable.

**RENT TO OWNER:** The monthly rent payable to the property owner under the terms of the lease. Rent to Owner includes payment for any services, maintenance and utilities to be provided by the owner in accordance with the lease.

**REQUEST FOR TENANCY APPROVAL (RFTA):** A form provided by the PHA, to be completed by the owner and family, used by the PHA to determine if the unit is compatible with requirements and eligible for the program.

**SECURITY DEPOSIT:** A dollar amount, which can be applied to unpaid rent, damages or other amounts to the owner under the lease.

**SUBSIDY STANDARDS:** Standards are established by a PHA to determine the appropriate number of bedrooms and the amount of subsidy for families of varying size and composition.

**TENANCY ADDENDUM:** A HUD designed addition to an owner's lease that includes (word for word) all HUD required language.

**TENANT:** The person or persons who execute a lease as lessee of a dwelling unit.

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**TENANT RENT:** The rent amount payable monthly to the owner by the family participating in the Section 8 Voucher Program.

**TOTAL TENANT PAYMENT:** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**UNIT/HOUSING UNIT:** Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit.

**UTILITY ALLOWANCE:** the PHA's estimate of the average monthly utilities needed for an energy conscious household. If all utilities are included in the cost of rent, there will be no utility allowance. The utility allowance will vary by unit size and type of utility.

**VERY LOW-INCOME FAMILY:** A low-income family whose annual income does not exceed 50% of the median income for the area in which they reside.

**VIOLENT CRIMINAL ACTIVITY:** Any illegal criminal activity that includes use, attempted use or threatened use of physical force against the person or property of another individual.

**VOUCHER (RENTAL VOUCHER):** a document issued by the PHA to a family selected for admission to the Section 8 Voucher Program. The voucher contains the terms of the voucher, bedroom size authorized for the family and family obligations. The voucher also details procedures for PHA approval of a unit.

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## Chapter 9: Sample HUD and Section 8 Program Forms

### Special Note:

**DO NOT USE THE FORMS DIRECTLY FROM THIS GUIDEBOOK.**

The forms included within this document are provided for reference only.

Section 8 will provide you with original, updated documents. Forms are subject to change.

### Direct Deposit Program

All new Section 8 landlords are encouraged to participate in our Direct Deposit Program. Enrolling in this program allows for timely payments and decrease the odds of HAP Payment checks lost in the mail. ACHA mails a statement of your financial records.

