



ASSISTING LACKAWANNA COUNTY FAMILIES AND INDIVIDUALS
WITH SAFE AND AFFORDABLE HOUSING SINCE 1961

Administrative Office: 2019 West Pine Street, Dunmore, PA 18512
TEL: (570) 342-7629 • FAX: (570) 342-5756 • halackawanna@hacl.org • www.hacl.org

LANDLORD HANDBOOK



Introduction:

The Housing Choice Voucher Program, commonly known as Section 8, was enacted by the Housing and Community Development Act of 1974. It is funded through, and monitored by, the United States Department of Housing and Urban Development, or HUD.

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The Housing Authority of the County of Lackawanna (HACL) provides rent subsidy to eligible extremely low- and very low-income families through the Housing Choice Voucher (HCV) Program. Under the HCV program, families initially pay no more than 40% of their monthly adjusted income toward rent and utilities. HACL makes a housing assistance payment, known as a HAP payment, for the remaining portion of the agreed-upon rent directly to the landlord via direct deposit. Payments are deposited the first of each month.

This handbook will provide an overview of the HACL's Housing Choice Voucher Program, the lease-up process, and obligations of the Owner, Tenant, and HACL.

NOTE: INFORMATION PROVIDED IN THIS HANDBOOK ONLY APPLIES TO HACL'S JURISDICTION.

The Voucher:

The Housing Choice Voucher is documentation that the family has met program requirements, is eligible to receive rental assistance, and agrees to the terms and conditions of the program. The family has 60 days in which to locate a unit that is decent, safe, and sanitary. The family must submit a Request for Tenancy Approval (RFTA) packet on or before the voucher's expiration date. If the family fails to submit an RFTA packet, and the voucher expires, the voucher will then be re-issued to another eligible family from the waiting list.

Eligible and Non-Eligible Housing:

These types of housing **ARE** eligible for assistance:

- Manufactured Home
- Single Family Home
- Garden Apartment/Low Rise Apartment (more than one unit in the same building that are 2 to 4 stories high)
- Semi-Detached/Row House (units that are a double home or that are attached in a row)

These types of housing **ARE NOT** eligible for assistance:

- Housing owned, or co-owned, by any member of the family to be assisted
- Housing owned by a parent, child, grandparent, grandchild, sister, or brother of any member of the family; unless the HACL has determined (and has notified the owner and the family of such determination) that approving a rental unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities
- Housing owned by those who are prohibited from participation due to conflict of interest (such as Housing Agency employees)
- Nursing homes, units within the grounds of penal, reformatory, medical, mental, or similar public or private institution
- Facilities providing continual psychiatric, medical, or nursing services
- Rooming or boarding houses
- Units in which families are being assisted under other subsidy programs

Payment Standards:

Payment Standards are used to calculate the maximum amount of housing subsidy HACL will pay on behalf of a family. The payment standard used in the calculation is based on the family's voucher size, or unit size chosen if the unit is a lower bedroom size than was issued on the voucher. Payment standards are derived from the Fair Market Rents (FMRs) for the area and can be between 90% and 110% of the posted FMR. Anything outside that range must be pre-approved by HUD.

Fair Market Rents:

Fair Market Rent (FMR) is a combination of rent and tenant-paid utilities used in the determination of payment standards for participants in the Housing Choice Voucher Program. FMRs are adjusted annually by HUD to reflect the area's current market rents.

Housing Agency Disapproval of Owner:

HACL must not approve a unit if HUD has notified the housing agency that the owner is disbarred, suspended, or subject to a limited denial of participation. When directed by HUD, HACL must not approve a unit if:

- The Federal Government has begun an administrative or judicial action against the owner for violation of the Fair Housing Act or any other federal equal opportunity requirement, and such action is pending.
- A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

HACL may also deny approval to lease a unit from an owner for any of the following reasons:

- The owner has violated obligations under a housing assistance payment contract under Section 8 of the 1937 Act.
- The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with federal housing program(s).
- The owner has a history or practice of non-compliance with the Housing Quality Standards for units leased under the tenant-based programs, or with applicable housing.

Request for Tenancy Approval (RFTA) Packet:

The Request for Tenancy Approval (RFTA) packet is given to the family during their initial intake interview. The RFTA packet is to be completed by the landlord/property manager and submitted to HACL for approval. All documentation **MUST BE COMPLETE AND SIGNED** to avoid inspection scheduling delays. A second packet, the Landlord Owner Form, will also be handed in with the RFTA packet. This packet includes the Automatic Deposit Agreement (ACH Credit), and Taxpayer Identification Number and Certification, commonly known as the W-9 form. This packet must be complete and signed before any payment can be made to the landlord. In addition, the owner must attach documentation verifying ownership of the property (i.e., deed of trust or closing papers from a sale of the property).

The RFTA must be submitted only after the landlord has determined the tenant's suitability for a unit and the tenant is still interested in renting the unit.

When completing the RFTA packet, it is important to pay attention to the following:

- Proposed Rent- Total rent to owner. Must include all applicable taxes. Also included in this amount are any monthly HOA fees and other monthly fees and charges for which the family will be responsible, including monthly rates charged by the landlord for water usage in the apartment complexes where the tenant is responsible for paying the water, but that utility is not metered separately.
- Utilities & Appliances- On the HUD form 52517 included in the RFTA packet, the owner shall provide and/or pay for the utilities and appliances indicated by placing an "O" in the "provided by" and "paid by" columns provided. The tenant shall provide and/or pay for the utilities and appliances indicated by placing a "T" in the "provided by" and "paid by" columns provided.
- W-9 Request for Taxpayer Identification number and Certification- This form must be completed and signed. HACL reports rental income over a certain amount to the Internal Revenue Service (IRS). The name, company name if applicable, mailing address, and Social Security Number or Tax Identification Number provided on this form will be sent to the IRS with the amount of rental income paid to the landlord.
- Direct Deposit- HACL requires all housing assistance payments to be done by direct deposit. This form must be completed in its entirety and submitted to HACL.
- Proof of Ownership & Management Agreement- Proof of ownership must be attached to the RFTA packet (if not previously obtained), as well as a property management agreement (if applicable) where the owner has contracted with a company to manage the property. The document must specify whether or not the property management company may collect rent and/or sign documents.
- Smoke Detector Placement Notice: This notice is informing the Owners of the installation and placement of smoke detector(s) throughout the unit. This information was obtained from the International Property Maintenance Code Manual.

Inspections:

Inspections are conducted to insure that all subsidized units meet the minimum Housing Quality Standards (HQS) of decent, safe, and sanitary housing. These inspections are performed initially before the family moves into the unit, annually, and whenever the family, landlord, or HACL determines a special inspection is warranted due to possible fraud or emergency repairs. A random number of Quality Control Inspections are also performed during the year, per HUD's requirements. HACL does not perform move-out inspections.

HQS standards have been amended to allow microwave ovens to be substituted for a tenant-supplied oven and stove/range. A microwave oven may be substituted for an owner-supplied oven and stove/range if the tenant agrees and the microwave oven is furnished instead of an oven and stove/range to both subsidized and non-subsidized tenants in the same complex or premises.

If serious violations are found during an inspection, the unit will fail and must be re-inspected after the violations are corrected. A UNIT MUST COMPLETELY PASS INITIAL INSPECTION BEFORE THE EFFECTIVE DATE OF THE LEASE AGREEMENT AND HAP CONTRACT.

PAYMENTS WILL NOT BE MADE WITHOUT A PASSED INSPECTION. No more than two failed initial inspections will be allowed. If the unit fails initial inspection a second time, the family must locate another unit.

An annual, special, or quality control inspection may reveal the unit is in violation of HQS regulations. The inspector will determine, based on the requirements, the party responsible for making the repairs. The landlord is not held responsible for HQS failures caused by the tenant. HACL may terminate assistance to a family because of HQS breach by the family. For landlord-responsible items, no more than two failed inspections will be allowed before abatement of the payment. Abatement will last for a maximum of 30 days. If the unit does not pass inspection during the abatement period, the HAP Contract will automatically terminate. If the unit does pass inspection during the abatement period, the payments will resume. The landlord will not be eligible to receive the abated payments, nor can they be collected from the tenant.

Lease Agreement & Housing Payments (HAP) Contract:

Once the unit passes inspection, the Lease Agreement and the HAP Contract will be executed. The term of the Lease Agreement and the HAP Contract must be the same. The Lease Agreement and HAP Contract cannot exceed a 12-month period.

The Lease Agreement is between the landlord/owner and the family. HACL is not a party to the lease. HUD's Lease Addendum must be attached to the landlord's Lease Agreement. The language in the Lease Addendum will prevail in the event of a conflict with a provision in the landlord's Lease Agreement. The following items must be included in the landlord's Lease Agreement:

- Names of the authorized occupants in the unit
- Address of the unit
- Term of the Lease (beginning and end dates)
- Total monthly rent amount
- Security deposit amount paid to the landlord collected
- Utilities and appliances paid or furnished by the landlord
- Responsibilities of the landlord
- Responsibilities of the tenant

The HAP Contract is between HACL and the landlord/owner. In the event of a conflict between the HAP Contract and the landlord's Lease Agreement, the HAP Contract will prevail. The HAP Contract contains the following information:

- Name of Head of Household
- Names of authorized occupants of the unit
- Address of the approved unit
- Initial rent to owner
- Amount of the subsidy to be paid by HACL
- Utility and appliance responsibilities
- Landlord's rights and responsibilities
- HACL's rights and responsibilities

Request for Rent Increase:

The contract rent (or rent to owner) may be adjusted on the anniversary date (or annual reexamination date) of the HAP contract. The rent must be reasonable and not exceed rents charged by the landlord for other comparable unassisted units. The landlord must be in compliance with the terms of the Lease Agreement and HAP Contract.

HACL will accept requests for a rent increase no less than 60 days before the family's anniversary date from the landlord. In order to request a rent increase, landlord must return the Request for Rent Increase form 60 days prior to the anniversary date. Additionally, the landlord must obtain the tenant's signature on any rent increase and provide a new Lease Agreement. If the family decides they cannot afford the unit, they will have time to give a written 30 day Notice to Vacate.

Because HACL adjusts the Payment Standards annually, the tenant must absorb any increase if the rent exceeds the Payment Standard. Changes in who will be responsible to pay for the utilities may be made only on the anniversary date.

Terminations:

The **Lease Agreement** terminates if any of the following occur:

- The tenant violates the Lease Agreement
- The owner and tenant mutually agree to terminate the Lease Agreement
- HACL terminated the HAP Contract, resulting in the automatic termination of the Lease Agreement
- HACL terminated assistance for the family, resulting in the automatic termination of the Lease Agreement

The **Housing Assistance Payments (HAP) Contract** terminates if:

- HACL terminates program assistance for the family
- The family moved out of the unit
- HACL does not have sufficient funds to support continued assistance for families on the program
- The unit is too small for the family because of an increase in family size or a change in household composition
- The owner violated the terms of the HAP Contract
- The family has been paying full rent for 180 days. The HAP Contract automatically terminates 180 calendar days after the last housing assistance payment is made to the owner

Transfer of the HAP Contract:

The landlord **may not transfer, in any form, the HAP Contract without the prior written consent of HACL**. A change in ownership of the unit is not subject to this provision. HACL shall give its consent to a transfer of the contract if the transferee submits in writing an agreement to comply with all terms and conditions of the HAP Contract. The transferee shall give HACL a copy of the executed agreement.

In situations where the owner sells the property, the new owner will assume the rights and responsibilities of the HAP contract and Lease Agreement. New owners should contact HACL to obtain the specific documentation and requirements for the proper transfer of the HAP payments to the new owner. If the new owner wishes to use the property as an owner-occupied unit, then at minimum a 60-day notice to vacate must be given to the tenant by the new owner.

As soon as HACL is notified of an imminent foreclosure, the HAP payment is put on "hold" status until it can be determined who actually owns the property. A recorded release from the trustee showing the current owner of record is required in order to release the held funds and resume payments from HACL. HACL will issue a voucher to the tenant to move at the time the housing agency is notified the unit is in foreclosure.

The following areas of May 20, 2009 federal law regarding foreclosures will apply:

- If the tenant is under a Lease Agreement (not on a month-to-month lease), the Lease Agreement must be honored by the new owner, unless the new owner wished to occupy the home, in which case a 90 day notice to vacate is required.
- If the tenant is under a month-to-month Lease Agreement, the 90 day notice to vacate is still required to terminate the Lease Agreement.

Fraud and Abuse:

Incidents of fraud, willful misrepresentation, or intents to deceive concerning the Housing Choice Voucher Program, are CRIMINAL ACTS (Section 1001 of Title 18 of the United States Code). If a landlord, tenant, or housing agency employee is suspected of committing any fraudulent actions, HACL is required to refer the matter to the proper authorities.

Examples of fraud involving *tenants* include:

- Failing to accurately report **all** income.
- Allowing unauthorized persons to reside in the unit.
- Not using the home as a full-time residence.
- Making a side agreement with the landlord resulting in the tenant paying more in Tenant Rent than determined by HACL.

Examples of fraud involving *housing agency employees* include:

- Accepting payments from Landlords to certify substandard units as standard.
- Certifying ineligible applicants or participants as eligible.
- Accepting kickbacks from Landlords or Tenants to allow rents in excess of the reasonable rent limitation.

Important: LANDLORDS CANNOT ASK FOR “MONEY ON THE SIDE” WHILE ON A CONTRACT WITH HACL. THIS CONSTITUTES AS FRAUD.

Violence against Women Act (VAWA):

A Federal Law that went into effect in 2006 protects individuals who are victims of domestic violence, dating violence, and stalking. The name of the law is the Violence against Women Act, or “VAWA.” This notice explains your obligations under VAWA.

Protections for Victims

You cannot refuse to rent to a person protected under VAWA solely because they are a victim of domestic violence, dating violence, or stalking. You cannot evict a person protected under VAWA based on acts or threats of violence committed against them. You cannot evict based on criminal acts directly related to the domestic violence. You cannot hold a person under VAWA to a more demanding standard.

Permissible Evictions

You can evict a person protected under VAWA if you can demonstrate that there is an actual and imminent threat to others at the property. You may evict a person for serious or repeated lease violations not related to domestic violence.

Removing the Abuser from the Household

You may split the lease to evict a person who has omitted criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the unit. If you choose to remove the abuser, you may not take away the remaining member's right to the unit or punish them. By removing the abuser from the unit, you must do so in accordance to local eviction procedures.

Confidentiality

If a tenant asserts VAWA's protections, you can ask the tenant to certify that they are a victim of domestic violence, dating violence, or stalking. You are not required to demand official documentation and may rely on the tenant's statement alone.

How to Participate in the Program as a Landlord:

Owners and Landlords of units who are interested in participating in HACL's rental assistance program can contact affordablehousing.com to list their rental properties.

For housing agency questions, please call HACL HCV Program at (570) 342-7629 for additional information.