

# HOUSING CHOICE VOUCHER PROGRAM

## THE LANDLORD'S HANDBOOK

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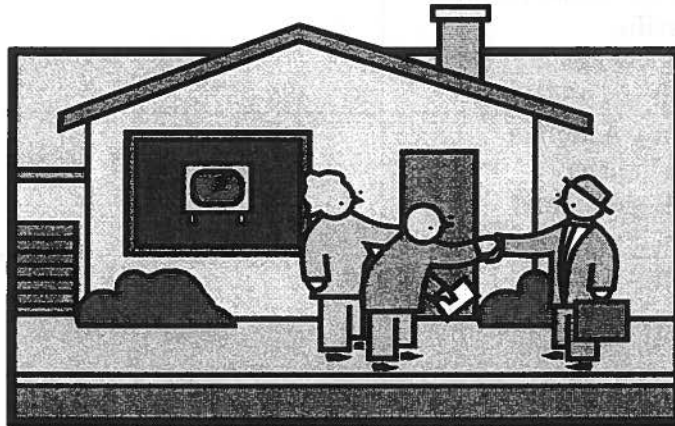
## **HOUSING CHOICE VOUCHER PROGRAM**

The U.S. Department of Housing and Urban Development (HUD) determines the rules and regulation for the Housing Choice Voucher Program. If you are a rental property landlord or manager, this handbook will assist you in understanding how the program works.

The success of the program depends on the Indiana Housing and Community Development Authority (IHCDA) partnering with the families and landlords who have decent, safe, and sanitary rental units.

The Housing Authority's goal is to provide excellent service to the families and landlord participating in the Housing Choice Program. The IHCDA will make every effort to inform you of the program rules and to advise you of how these rules affect you.

Do not hesitate to contact your local housing agency if you have a question.



### **How to List your Unit(s) for Rent**

You may call the local housing agency, for information on how to list your unit. The agency will give your name and general information about your rental unit(s) to families who have been issued a Voucher.



LOCAL HOUSING AGENCIES

AGENCY	Phone number	Counties
Area IV Agency on Aging 660 N. 36 <sup>th</sup> Street PO Box 4727 Lafayette, IN 47905	(765) 447-7683	Carroll, Clinton, Tippecanoe White
Community Action of Greater Indianapolis 2445 N. Meridian Street Indianapolis, IN 46208	(317) 773-2221 (765) 482-7018 (317) 745-2642	Hamilton & Tipton Boone Hendricks
Community Action of Northeast Indiana PO Box 10570 Ft. Wayne, IN 46853	260-423-3546	Lagrange, DeKalb, Steuben Noble, Allen Whitley
Community Action Program of Evansville 27 Pasco Avenue Evansville, IN 47713	812-386-6576	Gibson, Vanderburgh
Community Action of Southern Indiana 1613 E. Eighth Street Jeffersonville, IN 47130	812-288-6451	Clark, Floyd, Harrison
Community Action of East Central Indiana 1845 W. Main Street PO Box 1314 Richmond, IN 47374	765-966-7733	Wayne, Union
Community and Family Services 521 S. Wayne Street PO Box 1087 Portland, IN 47371	260-824-4836 Ext. 303	Huntington, Wells, Adams Blackford, Jay, Randolph Wabash
Community Action Program, Inc. of Western Indiana 418 Washington Street PO Box 188 Covington, IN 47932	765-793-4881	Benton, Warren, Fountain, Vermillion
Hoosier Uplands Economic Development Corp. 521 W. Main Mitchell, IN 47446	812-849-4447	Greene, Daviess, Martin, Orange, Lawrence, Washington

Human Services 1585 Indianapolis Rd. PO Box 588 Columbus, IN 47202	812-376-9431	Johnson, Shelby, Decatur, Bartholomew, Jackson
Inter local Community Action Program 615 SR 38 West PO Box 449 New Castle, IN 47362	765-529-4403	Madison, Hancock Henry, Rush
Indiana Housing & Community Development Authority 30 S. Meridian St., Suite 1000 Indianapolis, IN 46204	313-232-7777	Cass, Miami, Howard Grant
Northwest Indiana Community Action Corp. 5240 Fountain Drive Crown Point, IN 46307	219-794-1829	Lake, Porter Newton, Jasper
Lincoln Hills Development Corp. 302 Main Street Tell City, IN 47586	812-547-3435	Crawford, Spencer
North Central Community Action Agencies 301 E. 8 <sup>th</sup> Street Michigan City, IN 46360	219-872-0351	LaPorte, Starke Pulaski
Ohio Valley Opportunities, Inc. PO box 1159 Madison, IN 47250	812-265-5858	Jennings, Jefferson, Scott
Southeastern Indiana Economic Opp. Corp. 110 Importing St. Aurora, IN 47001	812-926-1585	Ripley, Dearborn, Ohio, Switzerland
South Central Community Action Program 1500 W. 15 <sup>th</sup> Street Bloomington, IN 47404	812-339-3447	Morgan, Monroe Brown, Owen
TRI-CAP 607 Third Ave. PO Box 729 Jasper, IN 47547	812-482-2233	Dubois, Pike, Warrick
Western Indiana Community Action Agency, Inc. 705 S. Fifth Street PO Box 1018 Terre Haute, IN 47807	812-446-4000	Putnam, Clay, Vigo

Goshen Housing Authority 1101 W Lincoln Ave., Suite 100 Goshen, IN 46256	574-533-9925	Elkhart
Warsaw Housing Authority 827 S. Union Street, Suite 230 Warsaw, IN 46580	574-269-7641	Kosciusko

## LANDLORD'S RESPONSIBILITIES

In order for the program to work, the landlord has the responsibility to:

- **Screen families** who apply to determine if they will be suitable renters. The Housing Authority can supply you with the current and previous address.
- Consider a **family's background** regarding factors such as:
  - Paying rent and utility bills
  - Care of the rental property (some landlords make excuses to stop by the unit where the tenant currently lives to see how well they keep house);
  - Respecting the rights of others to peaceful enjoyment of their residences;
  - Engaging in **drug-related** or other criminal activity;
  - Compliance with other essential conditions of tenancy.
- Comply with the terms of the Housing Assistance Payments (HAP) Contract with the Housing Authority.
- Collect the rent due by the tenant.
- Enforce the lease terms, report non-compliance to the Housing Authority.

### Nondiscrimination

- All rental property landlords are subject to federal and local laws that prohibit discrimination in housing because a person has children or because of the person's sex, age, ethnicity, race, color, family status, or disability.
- Violations of fair housing and non-discrimination laws will result in denial or termination of participation in the Housing Choice Voucher Program and could result in civil penalties.
- It is in your best interest as a landlord to utilize the same methods of screening and selection for all renters and to keep complete documentation. At your request, the housing authority will furnish you with additional information pertaining to fair housing requirements.
- Comply with fair housing laws and discriminate against no one.
- Review the lease agreement with the family carefully.
- Maintain the housing unit by making necessary repairs in a timely manner.

### Reasonable Modifications for Disabilities

- A landlord cannot discriminate against a disabled family and should be aware of his or her obligations to make reasonable modifications to a rental unit for a disabled family at the family's expense. Such modifications are required in the private rental market by the Fair Housing Act.

### Maintenance of the Unit

- The landlord is responsible for maintenance and upkeep of the unit unless the lease specifies otherwise. Repairs for which the landlord is responsible should be made in a timely manner.

### Vacant Unit

- If a family moves in violation of their lease, the landlord must notify the Housing Authority immediately.

### Unauthorized occupants

- If the landlord is aware that a family has unauthorized occupants living in the unit, the landlord must notify the Housing Authority.

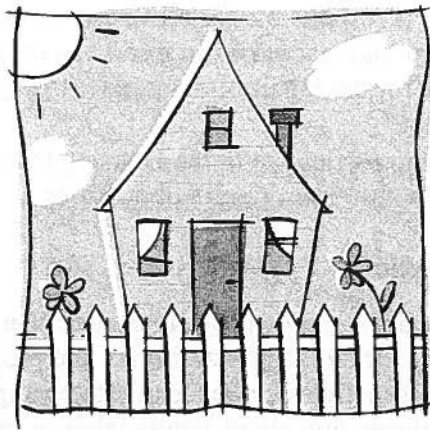




## HOUSING AUTHORITY'S RESPONSIBILITIES

In order for the program to work, the Housing Authority must do the following:

- Review all applications to determine whether an applicant is eligible for the program.
- Explain all the rules of the program to families who qualify.
- Issue a voucher.
- Approve the unit, the landlord, and the tenancy.
- Make Housing Assistance Payments to the landlord in a timely manner.
- Ensure that both the family and the unit continue to qualify under the program rules.
- Ensure that landlords and families comply with the program rules. Program rules do not include the lease, which is the responsibility of the landlord.
- Provide families and landlords with prompt, professional service.



## **FAMILY'S RESPONSIBILITIES**

In order for the program to work, the family must do the following:

- Provide the Housing Authority with complete and accurate information.
- Cooperate in attending all appointments scheduled by the Housing Authority.
- Make their best effort to find a place to live that is suitable for them and qualifies for the program.
- Take responsibility for the care of their housing unit.
- Pay their portion of rent on time and otherwise in accordance with the terms of the lease.
- Comply with the terms of their lease with the landlord.
- Comply with the family obligations of the Housing Choice Voucher Program.

### **Utilities**

- If the family is required to provide any utilities, (such as electricity, gas, or water) they must keep them in service. If the family fails to do so, the unit will not meet Housing Quality Standards. In that case, the family will be given a notice to get the utilities back into service within 24 hours.

### **Damages**

- The family is responsible for repairing any damages to the unit or premises beyond normal wear and tear *even if a guest causes them*. If the family does not fulfill its obligations for the repair of damages, as stated in the lease, their assistance may be terminated.
- Families who participate in the Housing Choice Voucher Program are required by HUD to comply with certain family obligations.

### **Required Information**

- The family must supply any information that the Housing Authority or HUD determines is necessary for the administration of the program or for certifying or recertifying a family. This includes evidence of citizenship or eligible immigration status. It also includes information about family income and household composition (the people living in the family's unit).

### **Social Security Cards**

- The family must provide social security cards on all members of the household and must sign and submit consent forms allowing the Housing Authority to obtain information.

### **Birth Certificates**

- The family must provide birth certificates for all household members.

**Picture ID**

- The family must provide a picture I.D. for all adult household members.

**Truthfulness**

- Any information provided by the family must be true and complete.

**HQS Violations**

- The family is responsible for correcting any HQS Violations caused by any of their household members or any of their guests.

**Unit Inspections**

- The family must allow the Housing Authority to inspect the unit at reasonable times and after reasonable notice.

**Lease Violations**

- The family may not commit any serious or repeated violation of the lease.

**Moving**

- The family must notify the landlord and the Housing Authority in writing before moving out of the unit or terminating the lease.

**Eviction**

- The family must promptly give the Housing Authority a copy of any eviction notice it receives from the landlord.

**Housing Use**

- The family must use the assisted unit primarily as a residence, and the unit must be the family's only residence.

**Family Composition**

- The Housing Authority must approve all members of the family. The family must promptly inform the Housing Authority of the birth, adoption, or court-awarded custody of a child and it must request Housing Authority approval to add any other family member as an occupant of the unit.

**Other Household occupants**

- A foster child or live-in aide may reside in the unit if the family obtains the approval of the Housing Authority.

**Reduction in Family Size**

- The family must promptly notify the Housing Authority if a family member no longer resides in the unit.

### **Subleasing**

- The family may not sublease or sublet the unit, nor any part of the unit.

### **Absences**

- The family must supply any information or certification requested by the Housing Authority for the purpose of verifying that the family is actually living in the unit. It must also promptly notify the Housing Authority in writing when it intends to be away from the unit for any extended period.

### **Ownership or Interest**

- The family may not own or have any interest in the unit.

### **Corruption**

- The members of the family may not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

### **Crime**

- The members of the family may not engage in drug related, violent criminal activity or sex offenses.

### **Other Housing Assistance**

- The members of the family may not receive Housing Choice Voucher Program assistance while receiving another housing subsidy for the same unit or a different unit under any other federal, state, or local housing assistance program.

### **Alcohol or Substance Abuse**

- The members of the family may not engage in the illegal use of a controlled substance and may not abuse alcohol in a way that threatens the health, safety, or right to peaceful enjoyments of the premises by other residents.

## **FAMILY APPROVED FOR THE HOUSING CHOICE VOUCHER PROGRAM**

To be eligible for the Housing Choice Voucher Program, a family must:

- Be income eligible.
- Have no drug related/criminal activity within the last five years.
- Be a citizen or have evidence of eligible immigration status.
- Have no sex offenses.
- Have no evictions from federally assisted property in last five years.

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 mandatory tenant briefing. The family begins looking for a unit.

### **DETERMINATION OF VOUCHER PAYMENT STANDARD & UNIT SIZE**

#### **The Payment Standard**

- Is established by the Housing Authority
- The payment standard is based on Fair Market Rents established by the U.S. Department of Housing and Urban Development (HUD)
- Is based on the cost of housing and utilities for your area
- Depends on the family composition and the bedroom size of the units. For example, the payment standard is higher for families requiring 3-bedroom units than for families requiring 1-bedroom units.

The following will determine the Voucher unit size required to properly accommodate a family of a given size.

<b>Voucher/Bedroom Size</b>	<b>Maximum Persons</b>
0 Bedroom	1
1 Bedroom	2
2 Bedrooms	4
3 Bedrooms	6
4 Bedrooms	8
5 Bedrooms	10

No more than two persons should share a bedroom or living/sleeping space.

Adult persons of the opposite sex, other than a spouse or two consenting adults, are not required to occupy the same bedroom.

Families may select smaller units than listed on the Voucher if the unit selected has a least one sleeping or living/sleeping room for each two persons in the household. The smaller payment standard will be used for the unit size. The Housing Authority may grant exceptions to the standards if circumstances presented by the family warrant an exception.

## TENANT APPROVED BY LANDLORD

The landlord must approve the family as a suitable renter, even though a family is determined by the Housing Authority to be eligible for the program.

The Housing Authority does not screen families for the suitability as renters. That is the landlord's responsibility.

Landlords must apply the same standards of tenant selection to any family that applies, whether the family is a prospective Housing Choice Voucher Program renter or not. Tenant selection must not be based upon race, color, age, religion, sex, familial status, disability, or any other discriminatory factors.

To begin the process, ask to see his/her voucher.

### Review the Voucher

- Check the expiration date to determine whether the Voucher is still valid. Vouchers expire 60 days after the issuance unless the Housing Authority has extended them. Check the unit bedroom size for which the family has been approved. It will be stated on the Voucher.

### Screen the Family

- Evaluate a prospective renter who contracts you as you would any other renter.
- Make sure that your tenant selection standards are based on objective, business related considerations, such as previous history of nonpayment, damage to property, or disturbance of neighbors.

The Housing Authority knows that the landlord has approved the family when the Request for Tenancy Approval form is completed by the landlord and submitted to the Housing Authority.

The Owner cannot be related to any member of the tenant's family.



## TENANCY AND UNIT APPROVED BY THE HOUSING AUTHORITY

Once the Housing Authority receives the Request for Tenancy Approval from the landlord, the Housing Authority will review and determine if the tenant qualifies for the unit. The Housing Authority will then schedule a Housing Quality Standards (HQS) inspection with the landlord and the tenant. The landlord or representative should be present during the HQS Inspection.

If the family chooses a unit and their share exceeds 40% of their monthly-adjusted income, the Housing Authority is not permitted to approve tenancy.

### **Participate in the inspection:**

- Take advantage of this opportunity to meet the inspector and to discuss the various aspects of the inspection. It will help you to learn more about HQS so that you will know how best to prepare for other inspections. Once you go through an inspection, you will have a better idea of what the inspector is looking for.

### **Prepare the unit for inspection:**

- Review the following information on HQS as you evaluate your rental unit. Try to correct any HQS violations before the inspection. At that time of the inspection, the unit should be “move-in” ready. This will prevent delays in the beginning of the family’s rental assistance. If the family is already in the unit, it is a good idea to go over the checklist with them to ensure that the unit will meet the minimum requirements.



## HQS CHECKLIST

The following is a listing of the conditions that must be verified by the housing inspector:

### **Living Room**

- Is there a living room?
- Are there at least two electrical outlets; or one electrical outlet and one working light fixture?
- Is the room free of electrical hazards?
- Can all windows and doors be locked that are accessible from the outside?
- Is there at least one window, and are all windows free of signs of deterioration or missing or broken windowpanes?
- Are the walls, ceilings, and floors in good condition and free of hazardous defects?
- Are painted surfaces free of defective paint or adequately treated? If a dwelling unit constructed before 1978 will be occupied by a child under 6, it must be lead safe.

### **Kitchen**

- Is there a kitchen?
- Is there at least one electrical outlet and one permanently installed light fixture?
- Is the kitchen free of electrical hazards?
- Can the windows and doors be locked that are accessible from the outside?
- Are all windows free of signs of deterioration or missing or broken windowpanes?
- Are the walls, ceilings and floors in good condition and free of hazardous defects?
- Is there a working refrigerator?
- Is there a working kitchen sink with hot and cold running water?
- Is there space to store, prepare, and serve food?
- Are painted surfaces free of defective paint? If a dwelling unit constructed before 1978 will be occupied by a child under 6, the unit must be lead safe.
- Are there a working oven and a stove (or range)?

### **Bathroom**

- Is there a bathroom?
- Is there at least one permanently installed light fixture?
- Is the bathroom free of electrical hazards?
- Can all windows and doors be locked that are accessible from the outside?
- Are all windows free of signs of deterioration or missing or broken windowpanes?
- Are the walls, ceilings, and floors in good condition and free of hazardous defects?
- Is there a working, permanently installed wash basin with hot and cold running water in the unit?
- Is there a working tub or shower with hot and cold running water in the unit?
- Are painted surfaces free of defective paint or adequately treated? If a child under 6 will occupy a dwelling unit constructed before 1978, the unit must be lead safe.
- Is there a window that can be opened or a working vent system?



### **Other Rooms Used for Living**

- If the room is used as a bedroom, are there at least two electrical outlets; or one electrical outlet and one permanently installed light fixture?
- Is the room free of electrical hazards?
- Can all windows and doors be locked that are accessible from the outside?
- If the room is used as a bedroom, is there at least one window that opens? Are all windows free of signs of deterioration or missing or broken windowpanes?
- Are walls, ceilings, and floors in good condition and free of hazardous defects?
- Are painted surfaces free of defective paint or adequately treated? If a dwelling unit constructed before 1978 will be occupied by a child under 6, the unit must be lead safe.
- In units occupied by the hearing impaired, is there an appropriate flashing alarm system connected to the smoke detector?
- Is there a working smoke detector adjacent to or in bedrooms installed according to code?

### **All Secondary Rooms (Not Used for Living)**

- Can all windows and doors accessible from the outside be locked?
- Are all rooms free of electrical hazards?

### **Building Exterior**

- Is the foundation sound and free of hazards?
- Are all the exterior stairs, rails, and porches sound and free of hazards?
- Do all stairs with 4 or more steps have a railing?
- Are the roof, gutters, and downspouts sound and free of hazards?
- Are exterior surfaces sound and free of hazards?
- Is the chimney sound and free of hazards?
- Are painted surfaces free of defective paint or adequately treated? If a child under 6 will occupy a dwelling unit constructed before 1978, the unit must be lead safe.
- If the unit is a manufactured home, is it properly placed and tied down?

### **Heating and Plumbing**

- Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?
- Is the unit free of unventilated fuel-burning space heaters and other unsafe heating conditions?
- Do the windows allow for adequate ventilation and cooling, or is there a working cooling system?
- Is the water heater safely located, equipped, and installed?
- Is the unit served by an approved public or private sanitary water supply?
- Is the plumbing free of major leaks or corrosion that causes serious and persistent levels of rust or contamination in the drinking water?
- Is the plumbing connected to an approved public or private disposal system, and is free of sewer back up?

### **General Health and Safety**

- Is there at least one smoke detector on each level, including the basement?
- Can the unit be entered without having to go through another unit?
- Is there an alternative fire exit from the building that is not blocked and the meets local or state regulations as an acceptable exit?
- Is the unit free of rats and infestations of mice or vermin?
- Is the unit free of garbage or debris inside and outside?
- Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approved by a local agency?
- Are interior stairs and common halls free of hazards (e.g., inadequate lighting, missing or insecure railings, and loose, broken, or missing steps?)
- Do all elevators have a current inspection certificate? Are all elevators working and safe?
- Are the site and immediate neighborhood free of conditions that would seriously and continuously endanger the health or safety of the residents?
- Is the interior free of mold and mildew?

### **Other Requirements**

- Are tenant-supplied utilities separately metered?

### **Most Common Fail Conditions**

- Nonfunctional or missing smoke detectors
- Missing or cracked electrical outlet cover plates
- No railings where required
- Peeling exterior and interior paint
- Tripping hazards caused by permanently installed floor coverings (carpets/vinyl)
- Cracked or broken windowpanes
- Inoperable stove burners or range hoods
- Missing burner control knobs
- Inoperable bathroom fans or no ventilation in bathroom
- Leaking faucets or plumbing
- No temperature/pressure-relief valve or drip tube on water heater

## **RENT REASONABLENESS**

At the time of the inspection, the inspector will also be evaluating the rent reasonableness of the housing unit. The proposed rent will be compared to the rent for other units on the market of similar size, features, amenities, and location.

In the voucher Program rents must be reasonable and comparable to those charged for similar unassisted units. The Housing Authority bases the determination of rent reasonableness and comparability on the unit inspection report and rental market information.

## **MAKE REPAIRS PROMPTLY**

If the housing unit does not pass the initial inspection, you will be notified in writing of any items that failed and given a reasonable time to make repairs. When the repairs are complete, the Housing Authority will re-inspect the unit. The Housing Authority is not responsible for any payments until the unit passes inspection and the family has taken occupancy. If the family moves in before the unit has passed, the family is responsible for the full amount of the monthly rent.

All inconclusive and fail items must be corrected and approved prior to the execution of the Housing Assistance Payments Contract.

## **LEASING PROCESS**

HUD requires that any lease signed by a Housing Choice Voucher Program tenant must include the HUD Tenancy Addendum (see attached copy), and the Housing Authority must approve the tenancy before the lease is signed.

You must submit a copy of your lease to the Housing Authority along with a Request for Tenancy Approval form. The Housing Authority may review the lease to make sure it does not contain any provisions that conflict with program rules or state law. The lease must comply with state and local law.

The lease must specify all of the following:

- Name of the landlord
- Name of the tenant
- Unit address
- Term of the lease
- Amount of the monthly rent to landlord
- Utilities and appliances to be supplied by the landlord
- Utilities and appliances to be supplied by the tenant

- Amount of security deposit
- Renewal terms

### **Contract and Lease Signed**

Once the unit passes inspection, the Housing Authority will enter into a Housing Assistance Payments (HAP) Contract with the landlord, and the *family* will enter into a *lease with the landlord*.

### **Security Deposits**

The landlord may collect a *security deposit from the tenant*. The security deposit may not be in excess of private market practice, or in excess of amounts charged for unassisted tenants.

### **Payments to Landlord**

After the Housing Authority receives the signed HAP contract and executed lease from the landlord, the first payment will be made. The Housing Authority will mail the payments on or about the first of each month and will continue to make payments as long as the following conditions are met:

- The unit meets Housing Quality Standards.
- The tenant is eligible for assistance.
- Tenant resides in the unit.
- The landlord is in compliance with the contract.

The family is responsible for paying the difference between the Housing Authority's payment amount and the total rent to landlord for the unit. It is the landlord's responsibility to collect any portion of the rent payable by the family, and otherwise enforce their lease.

### **HUD Required Annual Activities**

There are two HUD-required annual activities:

- Re-certification* of family income and household composition.
- Inspection of housing units.

### **Re-certification of Family**

The Housing Authority is required to re-certify families at least annually. Each family is required to furnish information to the Housing Authority about total family income, allowable deductions from income, and family composition. If a family's income has increased or decreased, the amount of the family's payment to the landlord may change, but the total amount received by the landlord from both the Housing Authority and the family will not be affected.

### **Changes in Family Composition or Income**

When a family has an increase or decrease in family composition or income, the Housing Authority will complete an interim worksheet.

The Housing Authority will provide written notice to the family and landlord of the change in the family's portion of rent.

### **Annual Inspection of Units**

The Housing Authority must inspect every unit at least once a year. The Housing Authority will provide advance written notice to the landlord and family of the date of the annual inspection.

- If the unit does not pass the inspection, a reasonable time will be given to make repairs.
- The family is responsible for the repair of any damage beyond normal wear and tear.

### **Abatement of Payments**

According to the HAP Contract, the landlord is responsible for ensuring that the unit meets Housing Quality Standards during the entire term of the HAP Contract. At any time it is determined that the unit does not meet Housing Quality Standards, the Housing Authority will notify the landlord in writing and provide reasonable time for repairs. If the repairs are not made within that time, the Housing Authority may terminate the assistance.

### **Rent Increases**

After the initial term of the lease, the landlord may increase the rent with a **60-day written notice** to the family and the Housing Authority. The proposed increase must be reasonable. Any increase cannot make the rent greater than that charged for comparable unassisted unit.

## **Other Changes**

If the tenant and landlord agree to any changes in the lease, the changes must be in writing, and the landlord must immediately give the Housing Authority a copy of the changes. The following *will* require the landlord and tenant to request Housing Authority approval of a new HAP Contract:

- ❑ Any changes in lease requirements governing tenant or landlord responsibilities for utilities or appliance.
- ❑ Any changes in the term of the lease.
- ❑ Any moves from one unit to another (including moves to a different unit within the same building or complex).
- ❑ If the Housing Authority approves the new HAP Contract, a new lease will also be required.

## **Contract Terminations**

The HAP Contract is an agreement between the landlord and the Housing Authority. It runs concurrently with the lease and terminates automatically when the lease terminates.

### **Termination of Tenancy by Landlord**

During the term of the lease, the landlord may terminate tenancy only for:

- ❑ Serious or repeated violations of the terms and conditions of the lease, including, but not limited to, failure to pay rent or other amounts due under the lease.
- ❑ Violation of Federal, State, or Local law that impose obligations on the tenant in connection with the use or occupancy of the unit or premises.
- ❑ Other good causes, such as the following:
  - Failure by the family to accept the offer of a new or revised lease.
  - Family history of disturbance of neighbors, destruction of property, or living and housekeeping habits resulting in damage to the unit or premises.
  - The landlord's desire to use the unit for personal or family use or for nonresidential purposes.
  - Business or economic reasons, such as the sale of the property, renovation of the unit, or a desire to lease the unit at a higher rent.

The landlord may not terminate for “good cause” during the initial term of the lease unless the cause is something that the family did or failed to do. At the end of the initial term or at the end of any successive definite term, the landlord may terminate the lease without cause.

The landlord may evict a tenant only by instituting a court action. The landlord must give the tenant written notice of the grounds for termination of tenancy at or before the commencement of the eviction action. The notice may be included in or combined with any eviction notice the landlord gives to the family. The landlord must also give a copy of the eviction notice to the Housing Authority.

### **Termination of Tenancy by Family**

The family may terminate tenancy in accordance with the lease and Tenancy Addendum. The family must give the landlord and the Housing Authority written notice of termination of tenancy before moving from the unit.

If the family is moving to another unit with voucher assistance, the current landlord will be asked to complete a “Tenant In Good Standing” form provided by the Housing Authority. If the tenant is not in good standing with the current landlord, the family may not be issued a voucher to use elsewhere and their assistance will terminate.

### **Termination of Housing Assistance by the Housing Authority**

If the Housing Authority terminates program assistance to a family, the HAP Contract for the family terminates automatically. The Housing Authority will provide the landlord with written notice of termination of assistance. Rental assistance can be terminated if a family fails to fulfill its obligations under the program or if the family seriously or repeatedly violates the lease.

A HAP Contract may also end when a family’s income increases to the point that a Housing Authority payment to the landlord is no longer necessary. If this should happen the family has six months to report a deduction in income, and see if the Housing Authority can begin HAP payments again.

### **Breach of Contract**

Any of the following actions by the landlord will be considered a breach of the HAP Contract:

- Violating the terms of any HAP Contract.
- Failing to fulfill any landlord obligations under the HAP Contract, including HQS.
- Committing fraud, bribery, or any other corrupt or criminal act involving a federal housing program.
- Failing to comply with or committing fraud, bribery, or any other corrupt or criminal act in connection with the HAP Contract.

- Engaging in any drug-related criminal activity.
- Engaging in any violent criminal activity.
- Engaging in sexual offenses resulting in registering as a sex offender.

### **Criminal Activity**

The landlord or Housing Authority may terminate a tenant for any illegal activity that threatens the health, safety, or right to peaceful enjoyment by other residents or persons residing in the immediate vicinity of the premises. It also includes any drug-related, violent criminal activity and sex offenses.

### **Change of Ownership**

As a provision of the HAP Contract, the landlord may not assign the contract to a new landlord without the prior written consent of the Housing Authority. Therefore you must notify the Housing Authority if you put the property on the market for sale and when the unit is sold.

### **Disapproval of Landlord**

The Housing Authority may disapprove of a landlord if:

- The Housing Authority has been notified by HUD that the landlord has been debarred, suspended or subject to a limited denial of participation.
- The government has instituted an administrative or judicial action against the landlord for violation of the Fair Housing Act or other equal opportunity requirements.
- The landlord is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless approving the unit would provide reasonable accommodation for a family member with disabilities.
- The landlord has violated obligations under a Housing Choice Voucher Program Housing Assistance Payments Contract.
- The landlord has committed fraud, bribery, or any other corrupt or criminal act in connection with any HUD program.
- The landlord has engaged in *drug-related* or *violent criminal activity*.
- The landlord has a history or practice of noncompliance with the Housing Quality Standards for units leased under the program.



- The landlord has a history of practice of failing to terminate the leases of tenants of units assisted under the Housing Choice Voucher Program or any other HUD program for activity by the tenants, household members, or guests that:
  - Threatens the right to peaceful enjoyment of the *premises* by other residents.
  - Threatens the health or safety of other residents or Housing Authority employee.
  - Threatens the health, safety, or right to peaceful enjoyment of their premises by residents in the immediate vicinity.
  - Have drug-related or violent criminal activity.
- The landlord has a history or practice of renting units that fail to meet state or local housing codes.
- The landlord has not paid state or local real estate taxes, fines, or assessments.

### **Benefits**

Many landlord and property managers have come to appreciate the advantages of receiving ***guaranteed monthly assistance payments***, as well as ***minimum inspection standards***. Keeping your property consistently well maintained, helps ensure both its resale value and its appeal to prospective tenants when a family moves out.

The Housing Choice Voucher Program compliments many key property management principles regarding tenant selection and lease enforcement, and it has helped others develop better maintenance skills.

The program provides families with the opportunity to choose rental units in neighborhoods that meet their needs. Having this flexibility has enabled many families to pursue employment and educational opportunities, reunite with their friends and extended families, live in a better climate, or move out of unsafe neighborhoods. Landlord participation is essential to making these opportunities a reality.

## Glossary

The following are definitions commonly used in the Housing Choice Voucher program (Section 8).

**Adjusted Income** – Annual income (as determined by the Housing Authority) of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions.

1. \$480 for each dependent;
2. \$400 for any elderly family or disabled family;
3. The sum of the following, to the extent the sum exceeds 3% of annual income:
  - a. Un-reimbursed reasonable medical expenses of any elderly family or disabled family; and
  - b. Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and
4. Any reasonable child care expenses necessary to enable the family member to be employed or to further his or her education.

**Administrative Plan (AP)** –this document is the IHADA Administrative Plan.

**Admission Date** – the date that the participant initially comes on the program as a New Admission.

**Adult** – An individual who is 18 years of age or older or a minor under the age of 18 who has been emancipated to act on his/her own behalf, including the ability to execute a contract or lease.

**Annual Income** – All amounts, monetary or not, which:

1. Go to, or on behalf of, the family head or co-head (even if temporarily absent) or to any other family member; or
2. Are anticipated to be received from a source outside the family during the 12 month period following admission or annual reexamination effective date; and
3. Which are not specifically excluded by regulation.

Annual income also means amount derived during the 12 month period from assets to which any member of the family has access.

**Applicant** – a family that is on the waiting list for the Housing Choice Voucher Program and may or may not have been issued a voucher to look for a unit.

**Application** – a written request for a voucher that includes the information required to determine eligibility for assistance and suitability for tenancy. The application must be signed and dated by the applicant and co applicant and the certification that the information provided is complete and accurate.

**Briefing** – a meeting between the Housing Authority and the tenant prior to signing the contract during which the Housing Authority discusses various topics related to receiving a voucher. Topics include, but are not limited to, tenant rights, housing rules, and contact terms.

**Citizen** – A citizen or national of the United States. (See National)

**Co-Head of Household** – An adult member of the family who is treated the same as head of the household for purposes of determining income, eligibility, and rent.

**Committed Voucher** – A voucher has been assigned to a tenant and the tenant is in the process of locating housing.

**Contract Rent (CR)** - the entire amount the owner charges, the Housing Assistance Payment plus the Tenant Rent.

**Dependent** – A member of the family other than the head, spouse, or co-head, who is under 18 years of age or is a person with disabilities or a full time student. For the purposes of this Administrative Plan, a foster child, a foster adult, or a live-in aide may never be a dependent regardless of age or disability.

**Disabled** - Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such an impairment.

In general, a physical or mental impairment includes hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex, and mental retardation that substantially limits one or more major life activities. Major life activities include walking, talking, hearing, seeing, breathing, learning, performing manual tasks, and caring for oneself.

**Domestic violence** is a pattern of threats, assaults, and/or other coercive behaviors, including physical, sexual and psychological attacks, which is used against an intimate partner to dominate and control the partner, by placing him/her in reasonable fear for his/her safety and/or the safety of others. Such behavior may include, but is not limited to the following:

- Throwing objects, punching walls, objects, pets
- Destroying property, injuring or killing pets
- Pushing, shoving, restraining a person
- Hitting, slapping, pulling hair, spitting, tearing clothes
- Punching with a fist, jabbing, bumping, holding down while punching
- Biting, kicking, slamming person against an object
- Attempted strangulation, choking
- Cutting or scraping person with a sharp object, burning a person

- Sexual abuse, incest, rape
- Threatening with a weapon
- Use of a weapon

It may also include a credible threat of violence that would cause a reasonable person to fear for the person's safety or the safety of the person's family, and stalking.

**Effective Date** – the date an action takes place.

**Elderly** - An *elderly* household is one whose head, spouse, or sole member is at least 62 years of age.

**Eligible Non-citizen** - means a non-citizen who has eligible immigration status under one of the categories set forth in 42 U.S.C. 1436a(a).

**Fair Housing Act** – Title VIII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 3601. The Fair Housing Act is a broad statute that prohibits discrimination based upon race, color, religion, sex, national origin, disability, or familial status in most housing and housing-related transactions.

**Family** - A *family* is defined as a single person or a group of persons residing in the household, whose income and resources are available to meet the family needs. See Administrative Plan Section 521 Family for further definition.

**Family Development Plan (FDP)** – Family Self Sufficiency voucher Holders must complete a Family Development Plan.

**Forbearance** - is an arrangement between IHCD and the participant, which postpones or reduces the repayment agreement for a limited specified time.

**Foster Adult** – a foster adult is usually an adult with a disability who is unrelated to the tenant family and who is unable to live alone.

**Foster Children** – Children that are in the legal guardianship or custody of a State, County, or private adoption or foster care agency, yet are cared for by foster parents in their own homes, under either short-term or long-term foster care arrangement with the custodial agency.

**Fraud** – Deceit or trickery deliberately practiced to gain some advantage dishonestly. Fraud is an intentional deception and cannot be committed accidentally.

**Full-time Student** – A person who is attending school or vocational training on a full-time basis. Full-time is defined by the institution of education.

**Gross Rent** - the total amount that a participating family pays in rent and utilities.

**Guidebook** – refers to the Housing Choice Voucher Program Guidebook, as issued by HUD.

**Guest** – A person temporarily staying in a unit with the consent of the tenant or another member of the household who has express or implied authority to consent on behalf of the tenant. A guest is a temporary visitor of the tenant's and should not be confused with an unauthorized occupant. A guest can stay no longer than seven (7) consecutive nights and no more than 30 days in a calendar year.

**HCVP** – Housing Choice Voucher Program, also referred to as “Section 8” or the “Housing Program”.

**Housing Assistance Payment (HAP)** - the monthly assistance payment to the owner plus the amount of any Utility Reimbursement (UR) to the participant.

**Informal Hearing** – the process available to a participant for reconsideration of any actions by the LSA, including recommendations for the participant's termination from the program.

**Informal Review** – the process available to a denied applicant for reconsideration of the denial.

**Landlord** - A landlord is the owner of piece of real property (also called "rental property"), who leases it to another person. The landlord is also referred to as the "lessor" of rental property. The landlord lets a tenant use and occupy his/her rental property in exchange for the monthly payment of rent. The terms “landlord” and “owner” are interchangeable for the purposes of this program.

**Live-in aide** – A person who resides with one or more elderly persons, near elderly persons, or persons with disabilities, 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 persons; and
3. Would not be living in the unit except to provide the necessary supportive services.
4. A live-in aide cannot be a current spouse or a minor under the age of 18.

**LSA** – Local Subcontracting Agency – entities such as Community Action Agencies and local Public Housing Agencies that subcontract with the State of Indiana to implement its HCV program in their service areas.

**Mainstream Vouchers** – Enable families having a person with disabilities to lease affordable private housing of their choice. Mainstream program vouchers also assist person with disabilities who often face difficulties in locating suitable and accessible housing on the private market.

**Major Life Activities** include walking, talking, hearing, seeing, breathing, learning, working, performing manual tasks, and caring for oneself.

**National** – a person who owes permanent allegiance to the United States; for example, as a result of birth in a United States territory or possession.

**Near Elderly** - A *near elderly* household is where such person is between 50 and 62 years of age.

**Noncitizen** – A person who is neither a citizen nor a national of the United States.

**Owner** – see *Landlord*.

**Public Housing Authority (PHA)** – administers the Housing Choice Voucher Program or Public Housing Program for HUD.

**Preferences** – Established criteria used to determine the order applicants are placed on the waiting list for housing assistance, according to policies described in Section 415 of the Administrative Plan.

**Participant** – a family that is receiving housing assistance under the Housing Choice Voucher Program.

**Residency** - Applicant is a legal resident of the State of Indiana.

**Re-certification Annual Date** – The recertification anniversary date is the first day of the month a tenant moved into a unit and began receiving assistance. The annual recertification must be completed and locked into Housing Pro 30 days prior to the effective date. This allows an increase in TTP to be effective on the date the recertification takes effect.

**Tenant** – the family renting a unit under the program. See participant.

**Tenant Rent (TR)** - the portion of the *Contract Rent* payable by the participant family, which is the *Total Tenant Payment* minus the *Utility Allowance*.

**Total Tenant Payment (TTP)** – the portion of the *Gross Rent* payable by the family, which is the difference between the *Gross Rent* and the amount of assistance payable on behalf of the family.

**Unauthorized Occupant** – a person who, with the consent of a tenant, is staying in the unit, but is not listed on the voucher contract or approved by the LSA to dwell in the unit. The LSA must follow State or local law regarding an unauthorized occupant.

**Unit Transfer** – With LSA approval, a tenant moves from one unit to another unit within the same county or from one LSA to another LSA under the contract of the IHCDA.

**Utility Allowance** – an allowance added to the contract rent for utilities that the family is required to per the Lease agreement between the Landlord and family.

**Utility Reimbursement (UR)** – the portion of the *HAP* that exceeds the *Rent to Owner*, which is paid to the family for use in paying their utility costs.

**Very Low Income** – 50% of median income for the area, as determined by HUD for each county in the state.

**Voucher** – the document issued by the Housing Authority to a family selected from the Waiting List for admission to the program. The form vouches to prospective landlords the fact that the family is eligible for the assistance.

**Violent Criminal Activity** – any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

**Waiting List** – the database of families who have applied for housing and are waiting for admission to the program.

