

Landlord Handbook

Portland Housing Authority

INTRODUCTION

The Housing Choice Voucher (HCV) Program is a worthwhile endeavor for both the participant and the landlord. The HCV Program provides assistance for low income families in the private rental market through Housing Assistant Payments (HAP). Voucher Holders select a unit from the private rental market. Rental assistance makes market rate housing affordable. Program participants normally pay no more than 30% of monthly adjusted income towards rent and utilities. The Housing Assistance Payment subsidizes the balance of the rent to the property owner.

Portland Housing Authority wants to make the program a successful one for all participants. If you EVER have any questions or concerns, please feel free to call, write, fax, or e-mail any information you would like to discuss. We are also available for personal one-on-one appointments in our office.

Main Office Telephone: 207-773-4753

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Our office hours are:

Monday–Friday, 8:00 am – 12:00 pm and 1:00 pm – 4:00 pm

HCV LANDLORD INFORMATION

Partnership with PHA

As a participating landlord, you are in a partnership with Portland Housing Authority (PHA). The goal of this partnership is to provide housing to economically disadvantaged families in Maine. Low-income families are assisted with their monthly rent payments with HAP, supported by funds from the U.S. Department of Housing and Urban Development (HUD). PHA has prepared this Landlord Handbook to explain the Program to you to ensure that both you and the participant receive the maximum benefits of the Program.

Before you agree to become part of this Program, there are a few things we would like to make you aware of:

1. It is the landlord's responsibility to select good tenants, therefore we encourage landlords to do background, credit, and prior tenancy checks just as you would for any other prospective tenant.
2. The owner must deal with any damages or losses that occur during your participant/tenant's occupancy as provided under state law for the disposition of security deposits. Please send a copy of the documentation of such charges to the assigned Housing Officer for the file.
3. It is against program regulations for a landlord to rent to a relative who has a Housing Choice Voucher.
4. PHA does not provide a lease. That is the responsibility of the landlord. Model leases you may use are available at many office supply stores, on-line, or by contacting the Maine Attorney General's Office at:

Maine Attorney General
Public Protection Division
Consumer Mediation Service
6 State House Station
Augusta ME 04333-0006

STEPS TO LEASE-UP A HCV TENANT — Contact: Assigned Housing Officer

Request for Tenancy Approval (RFTA)

This document is required to meet program guidelines. Please complete the entire form with your chosen tenant. The RFTA gives us all the information we need to determine if the unit meets the bedroom size the family qualifies for, who pays which utilities, etc. It also gives us information to determine if the unit is within the Payment Standard set by HUD. The rent must meet Rent Reasonableness Standards as well. After receiving the Request for Tenancy Approval and the proposed Lease, the PHA will contact you to schedule an inspection of the unit.

PHA may not give approval for the family to lease the unit or execute the HAP Contract until PHA has determined that the following program requirements are met: the unit is affordable; the unit has been inspected by the PHA and passes the Housing Quality Standards (HQS); the rent is reasonable (this means that the rent you are asking is reasonable as compared to other units of a similar size in a similar location. PHA

determines what is rent reasonable); and the Lease is approved and includes the HUD Lease Addendum.

If the PHA approves the unit and the Lease, the PHA will notify the family and the owner. The owner and participant/tenant must ensure the following actions are completed:

- Both the owner and participant/tenant have signed the completed Lease.
- The owner has signed both copies of the HAP Contract.

PHA will make sure each party receives copies of the documents and receives a notice showing the payment requirements for PHA and the participant/tenant on a monthly basis.

W-9 and Direct Deposit Forms

The W-9 is a request for your Taxpayer Identification Number. ***This form must be on file in our office before any payments to you are made.*** If you have a business name for your property ownership please list and use your Business Tax Identification Number. Please check off the kind of business you have. Use your Social Security Number if no other is available, and provide the name that goes with the Social Security Number. At the end of the year, you will receive a 1099 Form listing your earned income from us for that year. A duplicate of this form goes to the Internal Revenue Service. The Direct Deposit form must be completed in order that Direct Deposits be made to the Owner's bank account. This information is kept confidential and only handled by designated staff in the Finance Department. ***Direct Deposit of HAP is required.***

Lease

The Lease will contain at a minimum:

- The name of the owner and the participant/tenant
- The address of the unit rented (including apartment number)
- The initial term of the Lease and any provisions for renewal
- The utilities and appliances supplied by the owner
- The amount of the monthly rent to owner
- The Section 8 Tenancy Addendum
- The Lead-Based Paint Addendum

Initial Inspections

Once the Request for Tenancy Approval is returned to us, an appointment will be made between you and our Housing Inspector for a mutually convenient time to look at the unit. This inspection could take about an hour and will encompass all areas of health and safety important to your tenant. The unit and all common areas of the building and the exterior of the building are inspected. If the unit passes inspection and your rent is approved, the participant/tenant may move in as soon as the Lease and Contract are signed or a later start date if applicable. Please discuss the exact date the Lease will be effective with the Housing Officer so there will be no misunderstandings. ***The electricity must be turned on in the unit prior to any inspections being done.***

If the unit doesn't pass our inspection, you will receive a copy of the inspection results. ***We cannot enter into a Contract with you until the unit meets our Housing Quality Standards.***

Contracts

Once the unit has passed inspection and the rent is approved, PHA will prepare a Housing Assistance Payment (HAP) Contract to be signed by you. No HAP payments can be issued to you until we have the signed Lease, signed Contract, and other necessary landlord forms.

NOTE: No other side agreements to these Leases and Contracts may be made. If the unit exceeds rent reasonableness, the Section 8 participant may not pay you the difference. No payment for extras is to be made without the express permission of this agency. Permission will only be given if these extra expenses are also asked of other tenants and are not for basic needs.

The landlord establishes the initial term of the Lease. If your tenant breaks the Lease and moves out of your unit without your written permission, the HAP Contract between you and PHA will end and the participant may lose their rental assistance.

You tenant must get written permission from you and PHA before adding anyone to his/her Lease. PHA will not add anyone to the Section 8 Program without your written permission.

If you notice extra people living in your participant/tenant's unit, please contact this office immediately.

S8 RENT PAYMENT — The Housing Choice Voucher Rent Determination

Rental Payments: You will receive monthly rent payments from two sources:

- Payment from the participant for their portion of the rent.
- A HAP check (PHA's Housing Assistance Payment). HAP payments are electronically deposited to your account.

In the Housing Choice Voucher Program, the participant's rent is based on 30% of the family income minus HUD mandated deductions. If the unit is more expensive than the Payment Standard, then the additional cost is added to the participant's rent. If the participant is responsible for utilities, an allowance for those utilities will be calculated and made a factor in the determination of the tenant portion of the rent. Not every unit for rent qualifies. The unit must be rent reasonable. The Gross Rent is the Contract Rent (set by the landlord) plus any Utility Allowance given to the participant for utilities not provided by the landlord.

The HAP payment is the Contract rent less the participant's rent.

PHA determines the initial eligibility of families for assistance. You determine the acceptability of the family as your tenant. And PHA administers the day-to-day operation of the program. We prepare all paperwork necessitated by any changes.

RECERTIFICATION

Once a year, the participant will be re-certified under the Housing Choice Voucher Program. Their income and qualifications will be re-evaluated. If they still qualify, they may remain where they are. If they no longer qualify for HCV assistance, you will be notified. You can decide at that time whether or not you want them to remain as tenants without a rental subsidy. Your lease will specify what kind of notice from you and/or your tenant, if any, to continue the lease after the initial term. Most Leases under the HCV Program are for one year as the initial term and month-to-month forward. A copy of any notice between you and your tenant should be sent to PHA.

RENT INCREASES

You may increase the rent at any time after the initial term of the Lease. You may make the increase in any amount, but it must still be rent reasonable. ***You cannot charge a HCV tenant more rent than you charge your other tenants.*** You need to put the increase in writing, send it to your tenant, and forward a copy on to this office. It must be sent 60 days before the increase takes effect so that we may give your tenant proper notice of their rent increase. Be aware that increases in rent often affect the tenant's share of the rent.

INTERIM ADJUSTMENTS

While HCV participants are re-certified once a year, changes in participant's rent may occur at any time. Such factors as change in income or family composition will affect such changes. HCV participants will always be responsible for rent equaling at least 30% of their total household income, but that figure does not necessarily remain the same. If the participant's portion goes down, the amount of the HAP payment will increase; conversely, if the participant's portion goes up, the amount of the HAP payment will decrease. These changes will be reported to the landlord by way of Lease Amendment Forms and Rent Change Letters. You and your tenant will always be given at least a 30-day notice of an increase to the tenant portion of the rent.

OBLIGATION OF EACH PARTY

In addition to its obligations to make monthly HAP payments to the landlord in a timely manner, as stated above, PHA will inspect the unit yearly and notify the landlord of any Housing Quality Standard (HQS) deficiencies. PHA will remain in a neutral relationship with both landlord and participant to assure that both parties are well served.

The landlord will:

Meet all legal obligations to their tenant.

Take care of any HQS deficiencies noted in the yearly inspection or at a special inspection within a thirty-day period or period specified by the Housing Inspector (24 hour period for deficiencies affecting health and safety).

Interact with their tenant family just as he would with any other tenant, expecting them to obey the rules and taking appropriate action when rules are broken. The laws which apply to any tenant/landlord relationship also apply to rent-assisted participant/tenants. Do not let anyone move into the unit without specific permission from the PHA.

Let this agency know if any Lease violations, fraudulent reporting by the tenant, drug activity, or violent behavior is occurring.

If the owner knows of any unauthorized person(s) living in the unit, he/she must report this to PHA.

Honor the initial term of the Lease and Contract. The landlord may evict at any time for just cause.

Not rent a unit under the Housing Choice Voucher Program if his/her parent, child, grandparent, grandchild, sister, or brother is member of the tenant family unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

Obligations of the Family:

When the family's unit is approved and the HAP Contract is executed, the family must follow the rules listed below in order to continue participating in the Housing Choice Voucher Program.

The family must:

Promptly notify PHA in writing when the family is away from the unit for an extended period of time in accordance with the PHA policies.

Allow PHA to inspect the unit at reasonable times and after reasonable notice.

Notify PHA and the owner in writing before moving out of the unit or terminating the Lease.

Use the assisted unit for residence by the family. The unit must be the family's only residence.

Promptly notify PHA in writing of the birth, adoption, or court-awarded custody of any child.

Receive PHA's approval to add any other family member as an occupant of the unit.

Promptly notify PHA in writing if any family member no longer lives at the unit.

Give PHA a copy of any owner eviction notice.

Pay utility bills and provide and maintain any appliances that the tenant family is required to provide under the Lease.

The family (including each family member) must not:

Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).

Commit any serious or repeated violation of the Lease.

Commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

Participate in illegal drug or violent criminal activity.

Sublease or let the unit, assign the lease, or transfer the unit.

Receive Tenant-Based Program Housing Assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State, or local housing assistance program.

Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.

Receive housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

Engage in illegal use of a controlled substance; or abuse of alcohol that threatens the health and safety or right to peaceful enjoyment of the premises by other residents.

SECURITY DEPOSITS

Participant/tenants are required to pay the full security deposit, if one is requested by the owner. The State of Maine states that a security deposit equal to 2 months rent is the maximum allowed. PHA does not subsidize security deposits. You may let a participant/tenant make monthly payments to you if you choose. You do not have to let a participant/tenant move in until the security deposit has been paid in full. It is your choice.

PARTICIPANT/TENANT HISTORY

It is the responsibility of each landlord to thoroughly check references of prospective tenants. We are allowed to give you names of prior landlords (if we have them) to help you in this quest, but it is your responsibility to check these and determine for yourself if this is a family you wish to house. If the prospective tenant signs a release, you may come in and review their HCV file as well.

INSPECTIONS – Contact the HQS Inspection Supervisor

Annual Inspections

At least annually a representative from PHA will make an appointment with your tenant to re-inspect the unit. At that time, we will be looking for the same basic health and safety issues as at the initial inspection. If there are any repairs that need to be done, you will be notified in writing by our Housing Inspector. You will be given a reasonable amount of time to complete repairs, usually 30 days. ***If repairs have not been completed within the allotted time limit, your HAP checks will be abated until repairs are completed. That is, no HAP from this agency will be paid to you until repairs are done.*** You cannot recoup the money lost during abatement, as it is your responsibility to meet the Housing Quality Standards. Once the repairs are made, payments will resume from that date forward. Your tenant, however, is still responsible for their monthly rental share to you during the abatement period but they are not responsible for the Housing Authority's HAP during abatement.

Complaint Inspections

A participant may request a complaint inspection at any time they believe the unit does not meet HQS. PHA will inspect for the items that were reported. If the inspector notices any deficiencies, the responsible party will be required to make repairs.

The following items are considered of an emergency nature and must be corrected within 24 hours of notice by the Inspector:

- Lack of security for the unit
- Waterlogged ceiling in imminent danger of falling
- Major plumbing leaks or flooding
- Natural gas leak or fumes
- Electrical problem that could result in shock or fire
- No heat when outside temperature is below 62 degrees and the ambient temperature inside the unit is below 65 degrees
- Utilities not in service
- No running hot water
- Broken glass
- Blocked entrance or exit
- Lack of functioning toilet

If the repair is not corrected within 24 hours, and the owner is responsible for the repairs, the Housing Assistance Payment will be abated.

LEAD PAINT — LEAD PAINT REGULATION REQUIREMENTS FOR SECTION 8 PROGRAMS INCLUDING MODERATE REHABILITATION AND HOUSING CHOICE VOUCHER PROGRAMS

The Lead Based Paint Regulation targets the following properties with units:

Buildings constructed before 1978

Where a child under 6 lives or is expected to reside

Requirements apply to unit interior, unit exterior and common areas servicing the unit

Exempt Properties:

O-Bedroom Units

Elderly/handicapped units where children are not expected to live

1978 or newer

Properties that have been tested to new regulation and have no lead based paint

A property where lead based paint has been identified removed, and has clearance to new regulation

NOTE: Obtain date built from Assessor's Office or some other source, but document the date on the Request for Lease Approval.

DEFINITIONS

Applicable Surface: All exterior surfaces of residential structures, such as a wall, stairs, deck, porch, railing, window or doors, and all interior surfaces of a residential structure.

Chewable Surface: All chewable protruding painted surfaces up to five feet from the floor or ground, which are readily accessible to children under 6 years of age, e.g., protruding corners, window sills and frames, doors and frames, and other protruding woodwork.

Defective Paint Surface: Paint on applicable surfaces that are cracking, scaling, chipping, peeling, or loose (chewable surfaces that do not contain lead paint fall under defective paint surface).

Elevated Blood Lead Level (EBL): Excessive absorption of lead — a confirmed concentration of lead in whole blood (25 mcg/dl of whole blood or greater).

Lead-Based Paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1mg/cm² (1 milligram per square centimeter).

OWNER RESPONSIBILITIES

Disclosure Notice to participant/tenant

Paint stabilization—option: paint resting, treat only areas that contain lead

Clean up—using safe work practices

Clearance Examination—if applicable

Notice of Lead Hazard Reduction to Tenants

Ongoing Maintenance

Response to poisoned children/Lead Hazard Reduction

Owner Certification of Clearance

HOUSING AUTHORITY RESPONSIBILITIES

Visual assessment of deteriorated paint

Inform owner of violations—stabilization to be completed within 30 days

Response to poisoned children/Conduct Risk Assessment

Notify owner of results

Receive Owner Certification of Clearance

VISUAL ASSESSMENT

Visual Assessment is a Housing Quality Standards requirement performed on initial and annual inspections. The inspector will be looking for deteriorated paint, visible dust, paint chips, or debris.

Deteriorated Paint means paint that is cracking, peeling, chipping, or chalking and/or paint that is damaged or separated from the surface to which the paint was applied.

There are two levels of Deteriorated Paint:

Below de minimus: Deteriorated paint area LESS than 20 square feet on all exterior surfaces, 2 square feet on interior surfaces, or 10 percent of a small interior or exterior component

Requirement: Deteriorated paint must be repaired, but it does not require safe work practices or clearance.

Above de minimus: Deteriorated paint area that is greater than the below deminimus standard.

Requirement: Deteriorated paint must be stabilized using safe work practices and occupant protection. Work must be completed and pass. Clearance tests are paid by the owner. Notification to occupants when clearance test results are received

Owner signature on the Certification Form constitutes PHA verification that all owner requirements have been met.

Paint Stabilization involves

Removal of loose paint

Repair of physical defects in surface under the paint

Application of new coat of paint (except de minimus levels)

Worker Training

Worker must be supervised by Certified Abatement Supervisor, OR

Worker must be trained in: Abatement Supervisor Course/Abatement Worker Course/Maintenance Training Program/Remodelers & Renovators LBP Program OR Equivalent, EPA- or HUD-approved course.

Safe Work Practices Acceptable Surface Preparation Methods:

Wet scraping and sanding

Power sanding with HEPA filtered local exhaust attachment

Dry sanding and scraping in limited areas is permitted **ONLY** in the following circumstances:

- Within one foot of electrical outlets
- Treating paint spots totaling no more than 2 square feet in any one interior room or space
- No more than 20 square feet of surface on exterior areas that require treatment

Prohibited Treatment Methods

Open flame burning or torching

Machine sanding or grinding without HEPA exhaust control

Heat guns operating above 1,100 degrees F

Abrasive blasting or sandblasting without HEPA exhaust

Dry sanding and scraping

Paint stripping in poorly ventilated space or using hazardous chemical as defined by OSHA

Occupant Protection

Occupants not permitted in work area/Relocation may be required

Work Site Preparation: cover the floors with durable plastic, cover or move occupant belongings, contain area

Clean Area: Use wet cleaning and detergent and HEPA vacuum

Clearance Examination

When clearance has passed, the owner can certify that the work was done appropriately and notify tenants about the hazard reduction work.

Owners must send a notice to tenants within (15) days informing them about the work that was performed and the clearance results.

The HQS violation is considered closed when the "Owner's Certification" is received by the Housing Authority.

Paint stabilization activities are considered routine HQS Violations/Clearance must be completed within (30) days of the date of inspection.

Paint Stabilization—OPTION

Test the paint first using: Certified Paint Inspector or Risk Assessor

Test paint chip sample or XRF. If it is NOT lead based paint, stabilization is not required

No training/supervision is required

No clearance tests are required

Ongoing Maintenance

Visual Assessment and Hazard Reduction must be performed by the owner at unit turnover and every 12 months, whichever is sooner.

Deteriorated paint observed during assessments must be stabilized in accordance with paint stabilization requirements as outlined.

Bare soil treatment.

Safe Work Practices and Occupant Protection must be used.

Each dwelling unit must be given a written notice asking the tenant to report deteriorated paint. The notice must state the person, address & phone number that the tenant is requested to make the report.

FOR MORE INFORMATION ABOUT LEAD BASE PAINT REQUIREMENTS PLEASE CONTACT THE HQS SUPERVISOR.