

Choanoke Area Development Association
Inc., of NC

Housing Choice Voucher Program
Landlord Information Packet



Contact Information

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Overview

The Choanoke Area Development Association, Inc., of NC is a nonprofit CAP agency established in 1962 as an economic development agency to cover a 4 county area consisting of Bertie, Hertford, Halifax and Northampton for numerous programs such as the Community Service Block Grant, Head Start, Weatherization, Urgent Repair, First Time Homebuyer, Individual Development Account and the Housing Choice Voucher Program are among the many program opportunities available to the public here at CADA. CADA is the local Public Housing Agency for the Housing Choice Voucher Program. However, the Housing Choice Voucher Program (formerly know as Section 8) only serve the counties of Bertie and Hertford.

What is the Housing Choice Voucher Program?

The Housing Choice Voucher Program is federally funded by the U.S. Department of Housing and Urban Development (HUD). This program is designed to assist families by providing rental assistance for the elderly, the disabled and the very low-income in obtaining dwellings that are affordable, decent, safe and sanitary. These dwellings consist of privately owned single family houses, mobile homes and apartments. This program allows payments to be made in behalf of the family directly to the landlord from our agency. However, if the family is responsible for submitting a portion of the payments they too must remit directly to the landlord.



Frequently Asked Questions

What is the process for leasing my property?

Once a family has expressed an interest in leasing your property the prospective tenant and landlord must complete the Request for Tenancy Approval (*RFTA*) document. This document can be obtained from the prospective tenant. The purpose of the RFTA is to provide basic information about the dwelling requested. The aforementioned document must be submitted to the CADA office so we may access the information and determine if the dwelling is indeed affordable for the family. If it is determined that the property is affordable, a Housing Quality Standards (HQS) inspection will be performed to determine if the dwelling meets the requirements set forth by US Department of Housing and Urban Development (HUD) before any Housing Assistance Payment (HAP) contract can be executed.

Does CADA screen the tenant?

No. The landlord is responsible for the screening process. Landlords should have a uniform screening policy and should screen Housing Choice Voucher Program families for suitability as a tenant just as they would any family applying to rent one of their units.

Does CADA pay the security deposit?

No. The tenant is responsible for paying the required deposit.

When will I receive the payment?

Assistance payments cannot be made until the HAP Contract is fully executed and proof of possession has been submitted by the tenant. The required document is written proof of utilities in the head of household name. Once the initial requirements are received the checks are submitted no later than 5th of the month. If you encounter any delays in payment submitted by this office you may NOT penalize the tenant.

How do I request a rent increase?

After the initial term of the lease, the landlord may request a rent increase by providing at least 60 days written notice of an upcoming increase to CADA. The proposed increase must be reasonable and may not exceed the rent for unassisted rental units of the same size and type. The allotted increase will not exceed 5% as designated in the administrative plan. CADA reserves the right to deny any rent increase found to be unreasonable based on market conditions at the time or to delay the start of increases when proper notice has not been given.

Can I terminate the tenancy?

Yes. The landlord may terminate a problem tenant by following the terms of the lease in conjunction with state and local laws for eviction. Landlords are required to provide 30 days written notice to CADA and the head of household of lease violations and eviction actions. Providing copies of any legal notices or warning letters to CADA is sufficient notice that a lease violation has occurred. However,

the landlord may *not* evict a family for nonpayment due to CADA's decision not to submit payment.

Can the tenant terminate the lease agreement?

Yes. The tenant has the right to terminate the lease agreement with 30 day written notice to the agency and the landlord. The tenant is responsible for damages beyond wear and tear. It is important to actively manage all of your rental properties including those occupied by our program participants. No one can promise that a participant, or any tenant for that matter, will not damage a unit. However, if you enforce your lease by sending notices and warnings when necessary and if you meet your landlord obligations as required by the HAP Contract, we will assist you when problems occur by reminding participants of their program obligations. Sometimes, you may have to evict a participating family and even take legal action for damages just as you would with any tenant. You can reduce your risk of problems *from any tenant* by having a comprehensive screening policy and adhering to it. North Carolina Law also states that if a person breaks the lease that the landlord may use the security deposit towards losses (1) if the tenant fails to pay rent (2) damages to rental property (3) leaves the property before the end of the lease without proper notice (4) if there is a lien created on the rental property because of the tenant use.

Am I allowed to rent to a relative?

No. CFR 982.306 part (d) of the HUD program regulations prohibits CADA from allowing a participant family to rent a unit from a relative *unless* CADA determines that approving the rental unit provides a reasonable accommodation for a participant family member who is a person with disabilities. CADA will access each requests on a case-by-case basis.



Who is responsible for repairs?

This question actually has two answers. (1) Items that are considered beyond normal wear and tear is the responsibility of the tenant and (2) Items that are normal wear and tear is the responsibility of the landlord.

Example of Normal Wear and Tear

- Leaking Faucets
- Owner supplied stove or frig not working
- Outlets not working

Example of Beyond Normal Wear and Tear

- Broken windows that weren't from an act of nature
- Window Locks missing
- Deplorable housekeeping

Please Note: The items listed are by no ways the only ones that will cause a unit to fail this is just an example.



An Overview of Landlord Rights and Responsibilities

Landlord Rights:

- Landlords have the right to terminate tenancy under conditions outlined in the Housing Assistance Payment (HAP) Contract. Examples include:
 - Serious and repeated violations of the lease
 - Criminal Activity
 - Destruction of Property
 - Failure to pay the tenant portion of rent
- Landlords have the right to refuse tenancy to an applicant as long as it is not a fair housing violation.
- Landlords have the right to request an increase at the end of the lease term provided proper notice is given and the increased rent is reasonable. (initial term of the leases is 12 months)
- Landlords reserve the right to choose not to renew a lease at the end of the lease term.

Landlord Responsibilities:

- Landlords may use the lease agreement the agency uses or they can use their own lease, as they would when renting to an unassisted family. CADA will provide a tenancy addendum to be attached to the lease. The landlord must provide a copy of the lease to the HCVP.
- Landlords must sign all required documentation in a timely manner.
- Landlords must sign and keep current all tax payer identification information. This includes signing a W-9 when you begin participating in the program and updating it anytime there is a change. Changes include: change of address, change of name or change of the building owner.
- Landlords must provide copies of all eviction notices to the family and CADA-HCVP at the time the notice is sent to the tenant.
- Landlords must perform all necessary maintenance to ensure the unit meets Housing Quality Standards.
- Landlords must allow the unit to be inspected at least annually and must correct all Housing Quality Standards failures within the specified time period from the date of the HQS failure. Failure to make repairs may result in either an abatement of the Housing Assistance Payment or termination of the HAP Contract.
- Landlords must comply with Fair Housing laws.

This is a summary list of rights/responsibilities and does not include everything.



An Overview of Tenant Rights and Responsibilities

Tenant Rights

- The tenant has the right to request a reasonable accommodation for things such as a live-in aide or a higher payment standard. The tenant can request to make modifications to the unit, at his/her own expense, in order to accommodate a disability. The landlord must approve the request prior to construction and the dwelling must be returned to its original state if the tenant vacates.
- The tenant has the right to file a complaint with the Department of Housing and Urban Development (HUD) if he/she feels the landlord was discriminatory on the basis of race/color, religion, sex, handicap, familial status, age and/or national origin.
- The tenant has the right to privacy within the rental unit. The landlord must provide appropriate notice to the tenant if he/she wishes to enter the unit during a reasonable time of day. In the case of an emergency, the landlord can enter the unit without notice to make necessary repairs.
- The tenant has the right to choose not to renew the lease at the end of the lease term. The tenant may also choose at that time to move out of the unit provided a 30-day notice to vacate was given to the landlord.
- The tenant has the right to an appeal hearing if his/her housing assistance is terminated.

Tenant Responsibilities

- The tenant must allow CADA, the housing inspector, to inspect the unit at reasonable times and after reasonable notice.
- The tenant must notify CADA, the housing coordinator, and the landlord in writing before moving out of the unit or terminating the lease. A 30-day notice is required.
- The tenant must request both CADA and landlord approval to add any other family member as an occupant to the unit.
- The tenant/family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the voucher program.
- The tenant/family must not engage in drug-related criminal activity or violent criminal activity.
- The tenant/family must not commit any serious or repeated lease violations.

This is a summary list of rights/responsibilities and does not include everything.



Housing Assistance Payment Contract

This contract is between the landlord and Choanoke Area Development Association, Inc. The HAP Contract must be signed by the landlord and by CADA before any payments may be made on the tenant's behalf.

The contract consists of three parts:

Part A: This section of the contract deals with the property information as well as rent, utilities and the initial term of the lease.

Part B: This is the body of the contract. It states the contract's purpose and owner compliance issues regarding items such as maintenance, utilities and payment of the HAP as well as general terms and agreements between the landlord and CADA.

Part C: This part is called the Tenancy Addendum and includes HUD's provisions for lease agreements between the tenant and landlord. The Tenancy Addendum is incorporated into the HAP Contract but must also be incorporated into and attached to all copies of the landlord's lease.

Inspections-Housing Quality Standards (HQS)

All assisted units must be in a decent, safe and sanitary condition as established by HUD Housing Quality Standards. A physical inspection of the dwelling is required prior to the family occupying the unit and at least annually thereafter. The following is a partial list of Housing Quality Standards (HQS) requirements:

Living Room:

- Window- that can be opened if meant to be, securely locked, and is weather tight
- One working electrical outlet and one working permanently wired light fixture **or** two working electrical outlets

Kitchen:

- Hot and cold running water with no obvious plumbing leaks
- Working stove
- Working refrigerator in good operating condition
- Adequate food preparation and storage space
- At least one working electrical outlet **and** one working permanently wired light fixture

Bathroom:

- Must be private
- Window that opens and securely locks (if accessible from the outside) **or** a working vent
- Working toilet
- Wash basin
- Tub and/or shower
- Hot and cold running water
- At least one working light fixture
- No obvious plumbing leaks

Bedroom:

- A sleeping or a sleeping/living room combination for every two persons in the family
- One window that can be opened and securely locked (if accessible from the outside)
- At least two working electrical outlets **or** one working electrical outlet and one working permanently wired light fixture

Exterior:

- Sound foundation
- Roof in good repair
- Safe stairs, porches
- Railings for 4 or more steps

Heating and Plumbing:

- Proper ventilation for heating and cooling devices that are in good working order and reasonably clean
- No combustible materials stored in or around the furnace or hot water heater
- Hot water heater must have a pressure relief valve and a discharge line
- Plumbing should be adequate with no obvious leaks
- Sewage treated properly in accordance with city ordinances

General Health and Safety:

- All exterior doors and windows must be lockable and reasonably weather tight, free from breaks or missing panes of glass
- Stairways, consisting of four or more steps, must have a handrail
- No peeling, cracking, flaking or chipping paint on any interior or exterior surfaces
- No infestation of bugs or rodents
- Electrical switches and outlets must have cover plates
- Regardless of the materials used, no tripping hazards on any of the floors
- At least one working smoke detector must be placed immediately outside the bedroom doorway in the hallway of a single level dwelling and on each level of a multi level dwelling

Special Inspections: For quality assurance purposes, CADA inspects a percentage of its subsidized units. These special inspections are conducted annually. The housing coordinator will notify both the tenant and the landlord when scheduling the inspections to ensure access to the unit as well as boiler rooms. The quality of housing leased under the voucher program is critical to the program's continued success.

Housing Quality Standards failures must be corrected within 30 days. Failure to make repairs may result the Housing Assistance Payment being withheld!

Emergency Fail Items

The following items are to be considered examples of emergency items that need to be corrected with **24 hours**:



- No hot or cold water
- No electricity
- Inability to maintain adequate heat
- Major plumbing leak
- Natural gas leak
- Broken lock(s) on the first floor doors or windows
- Broken windows that unduly allow weather elements into the unit
- Electrical outlet smoking or sparking
- Exposed electrical wires that could result in shock or fire
- Unusable toilet when only one toilet is present in the unit
- Security risks such as broken doors or windows that would allow intrusion
- Other conditions which pose an immediate threat to health or safety

Request for Tenancy Approval Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 07/31/2007)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

Agency Name Name of Public Housing Agency (PHA)			Address of dwelling 2. Address of Unit (street address, apartment number, city, State & zip)			
3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection	
9. Type of House/Apartment <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Semi-Detached / Row House <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Garden / Walkup <input type="checkbox"/> Elevator / High-Rise						
10. If this unit is subsidized, indicate type of subsidy: <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(B)(IR) <input type="checkbox"/> Section 236 (Insured or noninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Home <input type="checkbox"/> Tax Credit <input type="checkbox"/> Other (Describe Other Subsidy, including Any State or Local Subsidy) _____						

11. Utilities and Appliances

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

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

12. Owner's Certifications.

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.

	Address and unit number	Date Rented	Rental Amount
1.			
2.			
3.			

b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

c. Check one of the following:

Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

Contact Information:

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Housing Choice Voucher Program Staff

Wendy Futrell, *Program Manager - 27 years of service*
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Robert Owens, *HCVP Inspector - 14 years of service*

Notes:
