



## Housing Choice Voucher Program/Landlord Guide

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RE: Changes in the Housing Choice Voucher program

Dear Owner,

Beginning April 1, 2018, the Housing Choice Voucher (HCV) program in El Paso County implemented important changes. The program, which is administered by the U.S. Department of Housing and Urban Development (HUD) and managed locally by Colorado Springs Housing Authority (PHA) provides rental assistance to help 2290 families in our area afford safe, stable housing.

Formerly, the payment standard that the PHA used to determine the maximum amount of rental assistance for each family participating in the HCV program was based on rent estimates for the entire metropolitan area. This approach often meant that families with HCVs could not afford to rent in neighborhoods with high rents. Going forward, payment standards will be based on rent estimates determined at the ZIP code level, which means that they will be more responsive to variations in local rents. The purpose of this change is to promote a more effective system that allows HCV-assisted families to access higher-cost housing in low poverty areas.

These changes will open up new opportunities for HCV-assisted renters to access better schools and safer neighborhoods, but only if owners accept them as tenants. ***We encourage you to consider renting to families with HCVs.*** As an owner who participates in the program, you may continue to screen and accept your own tenants and enforce your own lease agreement.

Advantages of participation in the Housing Choice Voucher program include:

- Guaranteed steady monthly rent payments, including protection in case of decrease in tenant income
- PHA support with advertising and marketing of units to voucher families
- PHA support throughout the renter's tenancy

If you would like to learn more about the HCV program, please contact Nadine Garcia at 719-387-6710. We will be happy to answer any questions you may have. I hope that you will seriously consider opening your doors to qualified families.

Regards,

Colorado Springs Housing Authority.





## ***Chapter 1: Housing Choice Voucher Program (HCVP) Overview***

The Housing Choice Voucher Program (HCVP) is a federally funded government program which provides rental assistance to eligible families. Participant families have very low-income (meet low-income guidelines of 50% of the AMI (Area Median Income)) and may be families with persons who are elderly or persons with disabilities. The HCVP helps these participants afford safe, decent and sanitary housing in the private market. Because housing assistance is provided on behalf of these participants, they are able to choose where to live. Single-family homes, townhouses, duplexes or apartments that meet the requirements of the program and are within the payment standard may be chosen by voucher holding families.

The Housing Choice Voucher Program (HCVP) may be referred to as "Section 8 Program" or "Voucher Program". Housing Choice Vouchers are administered locally by public housing agencies (PHAs). The Colorado Springs Housing Authority (CSHA) is a PHA. PHAs receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the HCV Program. The Housing Choice Voucher Program provides for direct monthly payments to the property owner on behalf of the eligible voucher holders.

The HCVP subsidy covers the difference between 30% of the tenant's adjusted gross income and the contract rent, up to the payment standard.

The HUD established voucher payment standard includes utilities. If the contract rent (plus expected participant paid utilities) exceeds the established payment standard per bedroom size, the Participant will be responsible for the additional cost, **BUT** the Participant cannot spend more than 40% of their adjusted gross monthly income on housing.

### ***Owners/Managers help CSHA and Participants build community:***

***Foster upward mobility for low-income families.***

***Maintain housing stock in the community.***

***Promote stability in neighborhoods.***





**NOTE: Owner = Manager = Landlord**

**NOTE: Participant = client = family**

**CSHA RESPONSIBILITIES:**

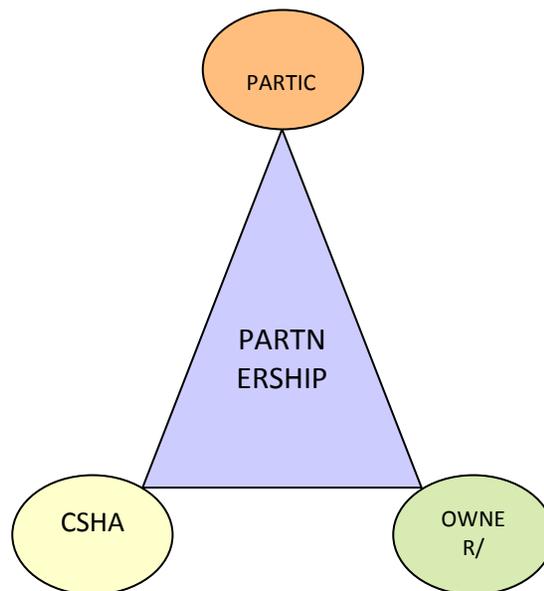
- Determine participant's eligibility for HCVP
- Approve/deny RTA and proposed lease
- Verify rent is reasonable
- Inspect subsidized units before move-in and biennial to make sure unit meets minimum HQS standards
- Ensure owners and participants comply with program rules
- Provide participant and owners with prompt, professional service
- Calculate participant share of the rent and Housing Assistance Payment (HAP)

**OWNER RESPONSIBILITIES:**

- Screen participants who apply to determine suitability as renters
- Maintain the rental unit to meet HQS standards
- Comply with the terms of the HAP contract
- Collect rent due from the participant
- Abide by Owner/Landlord Responsibilities-see attached
- Comply with Fair Housing laws
- Enforce serious or repeated lease violations & notify PHA in writing of serious or repeated violations

**PARTICIPANT RESPONSIBILITIES:**

- Abide by the terms of the Lease
- Pay rent on time and maintain and take care of the unit
- Provide utilities to the unit that are not furnished by the owner
- Keep utilities accounts current
- Obtain Landlord approval in writing when adding member(s) to household





Tenant Name: \_\_\_\_\_

Unit Address: \_\_\_\_\_

### LANDLORD RESPONSIBILITIES

1. Submit a copy of the proposed lease with the Request for Tenancy Approval.
2. Rent for assisted unit under Housing Authority (PHA) programs must be comparable to that of units not being assisted. Therefore, I agree to provide rent rolls for the above mentioned unit if it is requested. I also understand that charging a tenant additional rent in a side agreement that is not disclosed to the PHA is not allowed.
3. It is the landlord's responsibility to screen prospective tenants and collect any security deposit. The PHA does not screen participants for rental history.
4. Inform prospective tenants of the utilities that they are required to pay under lease provisions.
5. Collect rent and utility payments on time or take appropriate action with regard to tenant. It is the tenant and landlord's responsibility to notify the PHA IN WRITING in the event that the tenant falls behind in their rent or if utilities are disconnected.
6. Notify the PHA IN WRITING of any eviction notices, or if the tenant(s) moves out of or abandons the address listed above. HAP payments made on a unit that has been vacated/abandoned by the participant will be recovered by the PHA in accordance with HUD regulations.
7. Inform PHA if tenant wishes to add a household member to their lease, or if there are any occupants not listed on the lease residing in the unit.
8. Inform tenant of any possible changes such as rent increase, utilities or other additions to the lease agreement at least sixty (60) days prior to the expiration of the lease.
9. No Housing payments will be made unless new lease, contracts, and inspections are executed and provided to the PHA prior to the expiration of the current lease and contract.
10. Comply with State law with regard to evictions, disposition of security deposits and other legal matters.
11. Comply with all current Violence against Women Reauthorization Act (VAWA).
12. Read and be familiar with the conditions of the HAP contract.

**13. The lease is between you and the tenant. It is your responsibility to handle tenant disputes, complaints and grievances. The PHA cannot enforce the terms of your lease. The Housing Authority's subsidizing of the tenant's rent depends in part on you carrying out the above responsibilities.**

I understand and will comply with the above listed responsibilities.

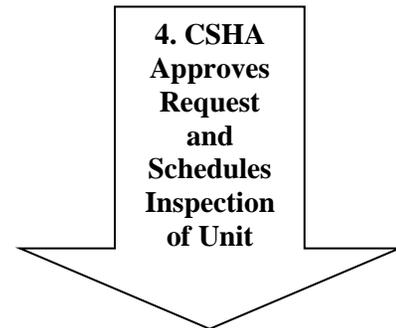
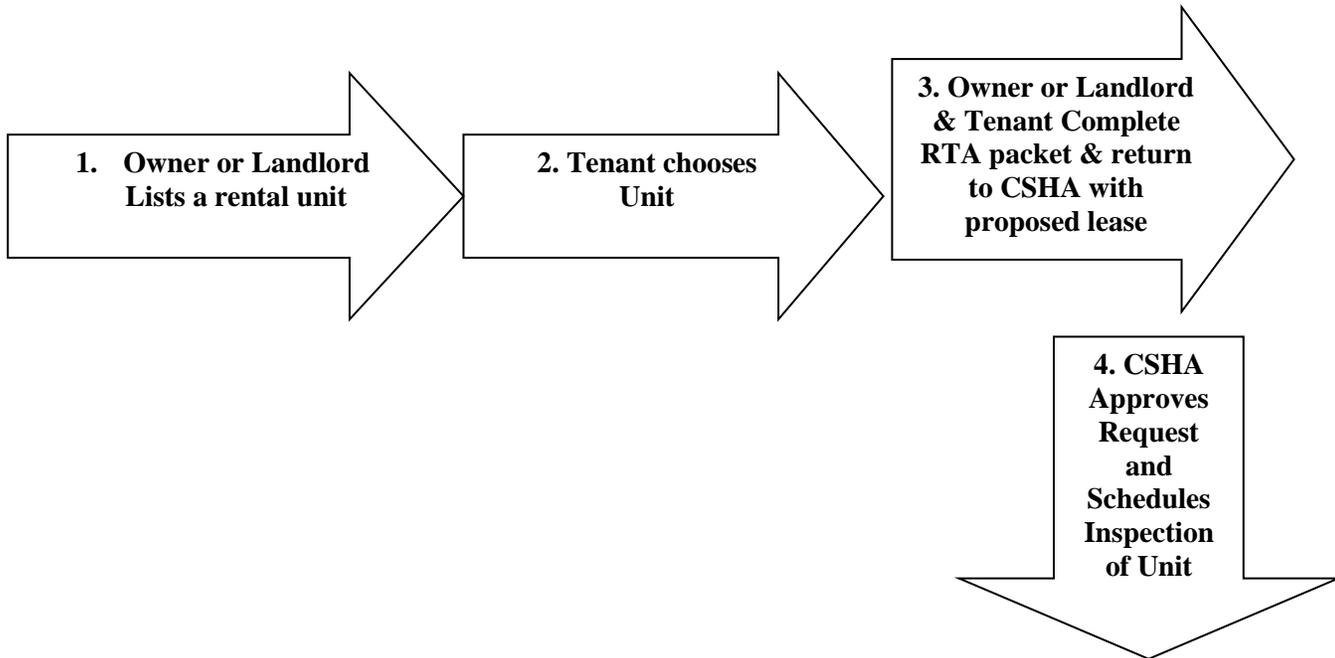
Landlord's Signature \_\_\_\_\_

Date: \_\_\_\_\_





## **Chapter 2: Steps Owner/Landlord Takes to participate in HCVP**



**Owner/Landlord workshops are held once each quarter. Please check with the HA for the next scheduled workshop. Workshops are limited to 15 attendees.**





### ***Step 1: Owner/Landlord Lists Unit***

The Housing Authority has partnered with <http://www.gosection8.com>, which provides an enhanced program to list rental properties online. Listings are available to potential Housing Choice Voucher tenants seeking apartment units, duplexes, single-family homes or townhomes in the private market. If you have any questions regarding registering, creating, or viewing property listings, please call GoSection8 toll free help line at 1-866-466-7328. It is recommended that landlords add photos to their listing for better advertising and faster lease up. Owners are encouraged to include these lists, along with other marketing efforts, to reach interested voucher holders. Listings must be updated every 60 days if unit has not been rented. Owners should list their property at the market rental rate and should not charge more than a comparably 'unassisted' unit.

The Owner/Landlord is responsible for screening Participant (s) for tenancy. CSHA certifies only that the Participant is eligible to receive rental assistance.

The Owner is under no obligation to lease to a Participant with a Housing Choice voucher; however, the Owner may not discriminate against any prospective tenant on the basis of age, race, creed, color, sex, religion, disability, national origin or familial status.

### ***Step 2: Participant Chooses a Unit***

The Participant chooses the unit for their family based upon the number of people in their household and the voucher size that has been issued.

The contract rent for the unit must be appropriate for the type, size, condition and location of the unit.

The Owner/Landlord completes the Request for Tenancy Approval (contract rent for unit, lease start date, year unit was built, etc...) and the additional paperwork (moving packet). Participant or owner returns it to CSHA with proposed lease.





If the Participant is currently residing in another subsidized unit, a notice to vacate must be provided to CSHA.

The security deposit should not exceed those charged to an unassisted tenant and should be collected from the participant. CSHA does not pay security deposits.

### ***Step 3: Owner Completes RTA (moving packet) and Owner or Participant Returns it to CSHA***

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

The RTA (request for tenancy approval) and proposed lease are required forms that are necessary for the CSHA to determine if a unit can be subsidized for a participant. The RTA, a required HUD form, must be completely and accurately filled out and signed by Owner/Manager and Participant. If not completely filled out, it will be returned to landlord to finish, which could slow the process.

There is the possibility that the RTA could be denied based on rent, bedroom size, or condition of property.

#### **REASONABLE RENT**

Program regulations require CSHA to certify that the rent charged to the Participant(s) is not more than the rent charged for other unassisted comparable units.

Each unit that is occupied by a Participant(s) will be compared with other similar units that offer the same amenities. This is to determine that the rent to Owner/Manager is not more than either:

- The rent charged for comparable units in the private, “unassisted” market.
- The rent charged by the Owner/Manager for comparable unassisted units in the same building or premises.

**FAIR MARKET RENT (FMR)** is determined by HUD and represents the mid-range value for rents in the area according to bedroom size.

Reasonable Rent and Fair Market Rent help to determine if assisted units are fair and equal when compared to unassisted units.





The Participant(s) always pays 30% of their adjusted gross income toward the rent and utilities and CSHA pays the balance up to the voucher payment standard.

At the time the PHA approves a tenancy for initial occupancy of a dwelling and where the gross rent of the unit exceeds the applicable payment standard for the family, the family share must not exceed 40 % of the family's adjusted monthly income.

**Rent to owner is calculated by considering.**

- 1) The number of bedrooms the participant (family) is qualified for and the number of bedrooms in the unit.
- 2) The utilities a participant is required to pay.
- 3) The amount of the rent.
- 4) The above amounts are compared to the payment standard.

**Payment Standards**

Payment standards are established by HUD and used by the CSHA to determine the level of rental subsidy.

**HOUSING ASSISTANCE  
PAYMENT (HAP)  
(Amount paid by CSHA)**

***Step 4: Unit Scheduled for Inspection and Passes***

All units must pass an initial Housing Quality Standards (HQS) Inspection prior to the execution of the Housing Assistance Payment (HAP) contract. The unit must also pass a biennial HQS inspection. The inspection will be scheduled by the lead inspector. The housing specialist will then notify the Owner/Manager and the Participant of the date and time of scheduled inspection.

**CONTRACT RENT TO OWNER  
(Paid monthly under HAP  
Contract)**

The CSHA encourages Owner/Manager participation in the HQS Inspection.

**PARTICIPANT'S RENT TO  
OWNER  
(Amount paid by Participant  
Family)**

If the unit does not pass the initial inspection, a follow-up inspection must be conducted within a thirty day period. If the unit fails two times, or the time to pass exceeds thirty days, the client must select another unit.

Once the HAP Contract and the lease are signed, and the property has passed the HQS inspection, the CSHA will begin to make monthly payments to the Owner as long as the family





meets the eligibility criteria and the unit qualifies under the program.

LEASE must specify:

- The Owner/Landlord and the name of all family members that will reside in the unit.
- The dates of the lease must match the HAP
- The complete address of the unit, including apartment number
- The amount of monthly rent due to the Owner
- The utilities to be paid by the Owner
- The utilities to be paid by the participant(s)

The lease is executed between the Owner/Manager and the Participant and runs concurrently with the HAP Contract. The HAP Contract is executed between CSHA and the property Owner. When the HAP contract ends, so does the lease (and vice versa).

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

The CSHA will not authorize the Participant to move during the first year of the lease without a written release from the Owner/Landlord. After the first year of the lease, the Participant may terminate the tenancy in accordance with the terms of the lease. All new and revised leases are subject to CSHA approval. After the unit passes the HQS Inspection, the rent is deemed reasonable by the CSHA, and the rent is acceptable to the Owner, a **Housing Assistance Payment (HAP) Contract** is signed and the Owner executes the lease with the tenant.

The HCVP provides monthly direct deposit payments to the property owner on behalf of the qualified family **once** there is a passed inspection, a signed HAP contract and a signed lease in the PHA file. HAP dates and lease dates must match.

**Contract Rent to Owner** is the complete monthly rent payable to the owner under the terms of the lease.

**Housing Assistance Payment** is the monthly payment made by the CSHA to the Owner towards the HAP contract rent.

**Participant(s) Rent to Owner** is the payment the Owner/Manager is responsible for collecting from the Participants.

The HCV program subsidy covers the difference between 30% of the Participants adjusted gross income and the contract rent, up to the payment standard. The Participant is obligated to pay their portion of rent on a monthly basis.





## **Chapter 3: Owner Requirements for Lease Renewal in HCV Program**

### **Tenant Renewal Questionnaire (TRQ)**

Approximately three months prior to the HAP contract expiration, the CSHA will mail a Tenant Renewal Questionnaire to the Owner/Landlord. The questionnaire serves the following purposes:

- Reminder the renewal is approaching
- Opportunity to request a change in rent amount
- Opportunity to request a change in utility responsibilities
- Provide Owner/Manager email address
- For landlord to talk to tenant

### **Inspection Notice**

Approximately three months prior to the HAP contract expiration (biennially), the CSHA will send by mail, email or fax, an Inspection Notice, to the Owner of the biennial inspection date. The Notice serves the following purposes:

- Remind Landlord to schedule walk-through with tenant to see if any issues need to be addressed prior to the inspection
- Reminder the renewal is approaching
- Reminder a new lease or lease extension is required
- Reminder for the Owner/Landlord to attend the inspection

**It is important to remember the inspection notice and TRQ do not guarantee the Participant(s) is going to renew the lease. The Participant may choose to vacate the unit and if they do vacate, the inspection will automatically cancel. Also, the CSHA will not send future Housing Assistance Payments unless the unit passes inspection, the lease or lease extension is provided and the HAP contract or HAP contract extension is signed.**





**TENANT RENEWAL QUESTIONNAIRE**

«LL\_Full\_Name»  
«LL\_Corr\_Addr1»  
«LL\_Corr\_City» «LL\_Corr\_State» «LL\_Corr\_Zip» **Owner Email** «E\_MAIL»

**PLEASE COMPLETE AND FAX OR RETURN THIS FORM WITHIN THE NEXT FIVE (5) DAYS OF RECEIPT.**

Housing Specialist «Staff\_Assigned»@csha.us **Phone 387-67XX Fax XXX-XXXX**

**Tenant Information**

Tenant Name: «First\_Name» «Last\_Name»  
Unit Address: «Unit\_Street\_Num» «Unit\_Street\_1» «Unit\_Box\_Num» «Unit\_Zip»

Lease Renewal Date: «Annual\_Recert\_Date»

**Renewal Information**

Will the lease be renewed? **YES** **NO** **IF NO, PROCEED TO “Non-Renewal”.**

If yes, state renewal base rent amount. (*Be Specific*) \$\_\_\_\_\_.00

The Housing Authority will base the new renewal portions on the amount stated above.  
If an amount is not listed the Housing Authority will use the existing rent amount as the renewal rent.

**\*A 60 day notice is required before an increase in rent can go into effect\***

**\*Be sure to provide a lease/lease extension at the renewal inspection\***

**\*Have you notified your tenant of any changes? YES NO**

Which of the following basic utilities will the tenant be responsible for paying in the coming year?

(*Circle all that apply*) Gas Electric Water Sewer Trash None

Is this unit in a Gated Community **YES NO** The code for entry is\_\_\_\_\_

Please provide your email address \_\_\_\_\_  
By providing your email address the PHA will be able to send Direct Deposit advice slips and other PHA correspondence via email.

**Non-Renewal Information**

Has the tenant been given any lease violations in writing? **YES NO**

Please provide the Housing Authority with copies of any written lease violations (serious or repeated) when they occur. If there is damage beyond ordinary wear and tear to your unit, we encourage you to enforce your lease agreement **prior** to the tenant vacating the unit. As a reminder, the PHA is not a party to the lease and subsequently cannot enforce any terms of the lease.

\_\_\_\_\_  
**Owner/Representative’s Signature and Printed Name** **Date** **Telephone Number**





## Rent Certification

Housing and Urban Development regulations require the Housing Authority to determine if the rent to owner is a reasonable rent. Please complete the following form so the Housing Authority can make the appropriate determination.

**Address:** \_\_\_\_\_ **Apt #:** \_\_\_\_\_ **Square Footage** \_\_\_\_\_

**Number or Bedrooms** \_\_\_\_\_ **Number of Baths:** \_\_\_\_\_ **Year Built:** \_\_\_\_\_

**Unit Type (circle one)**

**House**   **Mobile Home**   **Duplex**   **4plex**   **Townhouse**   **Condo Apartment**

### Indoor

Cable Included \_\_\_\_\_  
Ceiling Fans \_\_\_\_\_  
Washer \_\_\_\_\_  
Dryer \_\_\_\_\_  
W/D Hookups \_\_\_\_\_  
Onsite Laundry \_\_\_\_\_

### Kitchen

Dishwasher \_\_\_\_\_  
Garbage Disposal \_\_\_\_\_  
Microwave \_\_\_\_\_  
Refrigerator \_\_\_\_\_  
Stove \_\_\_\_\_

### Outdoor

Balcony \_\_\_\_\_  
Pool \_\_\_\_\_

### Parking

-1 car garage \_\_\_\_\_  
-2 car garage \_\_\_\_\_  
-1 car covered \_\_\_\_\_  
-2 car covered \_\_\_\_\_

### Other

Gated Community \_\_\_\_\_

### Maintenance

Lawn \_\_\_\_\_  
Pest Control \_\_\_\_\_  
Trash \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner/Owner Representative

\_\_\_\_\_  
Date





## Chapter 4: Participant Requirements of the HCVP

Insert Tenant Name  
Insert Tenant Address  
Insert Tenant City, State, Zip Code

### BIENNIAL INSPECTION NOTICE

Dear **Insert Tenant First Name**:

An inspection has been scheduled for **Insert Address on Insert Date at Insert Time**. Both you and the **Landlord** must attend this inspection in order to sign the required paperwork. The **Landlord** must have a copy of the new lease available for the inspector on this date or the Housing Assistance payment will be held.

Housing Assistance Payments (HAP) will not be made without a newly signed lease **or lease extension** and HAP contract **or HAP contract extension**. Additionally, the dates on the lease must match the dates on the HAP contract. Thank you for your attention to this matter.

Sincerely,

Housing Manager

cc:

Insert Landlord Name  
Insert Landlord Address  
Insert Landlord City, State, Zip Code  
Insert Landlord E-Mail Address





## Annual Recertification

Approximately three months prior to the lease and HAP contract expiration, the CSHA will set an appointment with the Participant to determine if Participant is still eligible for the program.

## Biennial Housing Inspection

The unit must be inspected and meet Housing Quality Standards biennially. The inspections occur every 720 days. The biennial inspection is required to occur at least one day prior to the previous year's inspection. The inspection serves the following purposes:

- Determine if the unit meets Housing Quality Standards
- **NOTE:** The inspection is done to satisfy HUD requirements. It is not intended to replace property management inspections.





## Interim Changes

**The Participant must report changes in income, or family composition to the CSHA. The Landlord will be notified if the HAP portion changes.**

## Zero Hap

**If a Participant reports a change in income at either an annual re-certification or interim re-exam that results in the Participant paying the entire contract rent, then the HAP is zero. The CSHA will process the change and the following will occur:**

- The Participant is responsible for the entire portion of the lease rent.
- The HAP portion will be zero.
- Participation in the HCVP remains effective for 180 days.
- If another change occurs within 180 days the Participants portion and HAP may change.





## Chapter 5: HQS Inspection Checklist

### INSPECTION CHECKLIST

The Housing Authority will inspect the following areas for HQS compliance to make sure the unit is safe, decent and sanitary:

- **Living Room**

**LIVING ROOM** -- Must have an operable window with a lock, two electrical outlets, or one outlet and a permanent light fixture.

**WALLS** --All walls must be clean and in good repair.

**FLOORS** --All floor covering must be clean and in good repair. There can be no tears, holes or loose seams in carpeting and linoleum.

- **Kitchen and Bathroom**

**KITCHEN** -- Must have hot and cold running water, stove (with burner control knobs; burners must lay flat; all elements must be working properly), and drip pans need to be present. Oven must be clean to ensure that it is not a fire hazard, and refrigerator must be in operating condition. Check the rubber gasket around the door. If it is loose or cracked, it needs to be replaced. Also check the kick plate to be sure it is secured at the bottom of the refrigerator. Must have adequate food preparation and storage area.

**BATHROOM** -- Must have hot and cold running water, operable window or working ventilation fan, two electrical outlets or one outlet and a permanent light fixture, shower or bathtub in working condition, flush toilet that works, no plumbing leaks or plugged drains.

- **Other Rooms Used for Living**

**BEDROOMS** -- Must have operable window no more than 48 inches from the floor, two electrical outlets or one outlet and a permanent light fixture, a closet, and a door for the room.

**WALLS** – same as listed in Living Room above

**FLOORS**—same as listed in Living Room above





- **Secondary Rooms**

**COMMON HALLS** -- Every public hall and stairway in every multiple dwelling shall be adequately lighted at all times (in single family units, there must be a light in the hallways). Owner/Manager shall be responsible for maintaining a clean and sanitary condition in multiple dwellings. Exit signs must be clearly visible (not required in single family units) and smoke detectors in working order.

**DECKS/STAIRS/RAILINGS**-- Stairs and railing, inside and out, must be secure. HUD requires that stairways with four (4) or more steps must have a handrail. The handrail must run the length of the stairway and be securely supported in order to provide adequate safety for the user. Decks, rails and steps must also be free of dry rot and tripping hazards. Railings are required for decks, porches or steps that are over 30 inches from the ground.

- **Building Exterior**

**ENTRY DOORS**--All accessible outside doors must have working locks (no double-keyed, deadbolt locks will be allowed). Check weather-stripping. If there are gaps that let air in, weather-stripping must be applied. Check the door jam and strike plates for defects.

**EXTERIOR** -- Must have a sound foundation, stairs, and porches. The roof must not leak. HUD requires that in a home build prior to 1978, there can be no deteriorated, chipped, cracked or peeling paint on the inside or outside of the unit - if the unit is occupied by children under the age of six. There can be no mice, rat, or insect infestation.

**WINDOWS/DOOR SCREENS** -- All windows must have locks, screens in good condition; no broken, missing or cracked glass. If there is an A/C unit installed in a window, all areas around unit must be sealed so that air or insects are not able to get into the unit. Existing door screens must be in good condition and not torn. Door screens are not required if the screen door is non-existent.

- **Heating and Plumbing and Electrical**

**HEATING/PLUMBING** --The heating and cooling units must be properly installed with thermostat, properly vented and in good working order. All heat sources must be clear of furniture, bedding, clothing and other items. There must be adequate plumbing and sewer connections. Oil, gas, and propane furnaces must be professionally serviced at least every two years. Verification of service must be provided and furnace must be safe and working properly. Check for any leaks in the plumbing fixtures (sink, toilets, showers, etc.) and repair, if necessary.

**ELECTRICAL**-- HUD requires that a unit must be free of any possible electrical hazards. All electrical outlets and switches must have cover plates. They must be secured to the wall and not cracked. Also, there can be no exposed wiring in the home. All light fixtures must be properly mounted to the wall or ceiling and must be in working order. Breaker boxes must have all open





spaces filled with knock outs or blank spacers. Wires may not be exposed.

**HOT WATER HEATERS** -- Must have a pressure relief valve and discharge line that extends to within 12 inches of the floor. Discharge tubing must be of the appropriate type of material-galvanized steel, copper or CPVC piping (DO NOT USE PVC). There should be no exposed wires and may not be solid doors. In addition, flammable material should not be stored near the hot water tank.

- **General Health and Safety**

**SMOKE DETECTORS**-- A working smoke detector must be on each floor of the dwelling unit and must have a tester button. Units occupied by a hearing impaired person, must be equipped with a smoke alarm designed for the hearing impaired and mounted in the bedroom occupied by the hearing impaired individual.

**CARBON MONOXIDE DETECTORS**-- There must be properly operating carbon monoxide detectors on every level.

**NOTE:** If the unit is occupied by anyone that is hearing impaired, the detectors **MUST** be designed to assist the disability.

- **Garage and Outbuildings**

**EXTERIOR**-- No excess debris in or around the unit, such as accumulation of boxes, paper, trash, wood, tires, machine or auto parts, batteries, paint cans or old appliances. Derelict vehicles must be removed from the premises.

## Special Inspection

**Participants can request a special inspection if they have concerns the unit no longer meets the HQS standards.**

- If the unit fails an inspection, the Owner/Landlord must take corrective action within the specified period of time.
- If corrective action is not taken, the CSHA will abate (stop) the HAP payment.
- If the condition appears to be life threatening, the Owner/Landlord must correct the problem within 24 hours.
- If it is determined the family caused the HQS deficiencies, corrective action must be taken within 30 days. If corrective action is not taken, the tenant's assistance may be terminated.



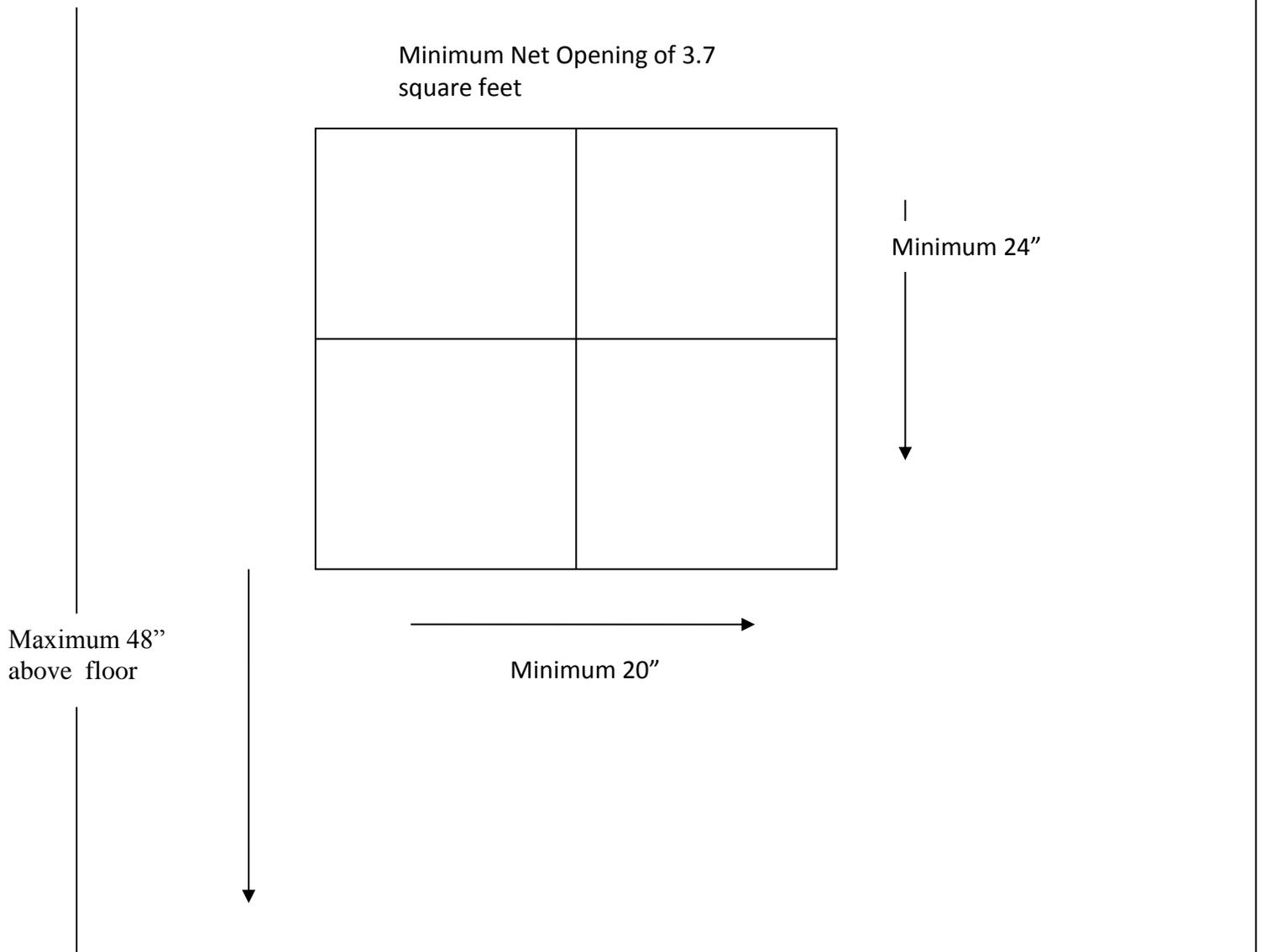


**BEDROOM REQUIREMENTS:**

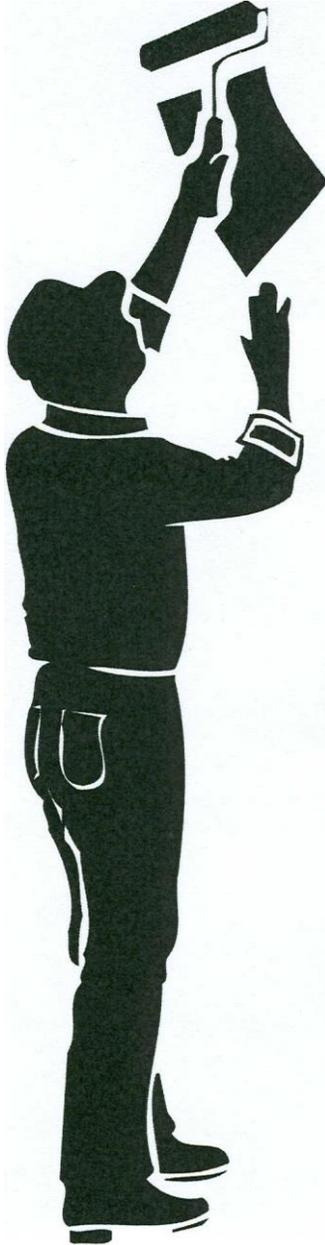
FOR AN AREA TO BE CONSIDERED A BEDROOM THE ROOM MUST HAVE

**ESCAPE WINDOW MINIMUM REQUIREMENTS:**

EVERY SLEEPING ROOM BELOW THE FOURTH STORY SHALL HAVE AT LEAST ONE OPERABLE WINDOW OR EXTERIOR DOOR APPROVED FOR EMERGENCY ESCAPE OR RESCUE.



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



All Participants must be provided with a copy of the HUD/EPA pamphlet, "Protect Your Family from Lead in Your Home." This document, EPA747-K-9401 is

The owner and the family must complete and sign a "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" form that is provided by CSHA. This form must be kept on file by the Owner/Manager for at least three (3) years. The owner is required to disclose any known lead-based paint hazards to the Participant. For more information Contact 1-800-LEAD-FYI.

**Conditions Requiring Clearance Testing**

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

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

For more information on lead-based paint requirements and/or lead paint in general, visit the HUD web page at [www.hud.gov](http://www.hud.gov). During inspections, all units with deteriorated or damaged paint, meeting the above conditions, will be assumed to have lead-based paint (LBP) unless the paint has been tested and deemed lead free by a licensed Lead Inspector or Risk Assessor. All deteriorated paint must be stabilized by properly trained persons. Stabilization must be completed before the unit is occupied, or within the time allotted by CSHA.

Only properly trained individuals may work on LBP or paint assumed to be LBP. Clearance testing is required after repairing LBP. After completion of work involving LBP (or what is assumed to be LBP), the Owner must have lead wipe samples secured by a Risk Assessor and the dust levels must be below HUD defined levels. If there is a child with an Elevated Blood Level (EBL) under age six (6) living in the unit, a Lead Risk Assessment of the unit and its common areas must be completed within 15 days of notification. A child demonstrating Elevated Blood Levels is one determined to have excess lead levels in his bloodstream. The assessment may be performed by the Health Department or a licensed contractor.





## ***Chapter 6: Avoid These Common Owner Violations***

- **Always Maintain the Unit in accordance with HQS Standards.**

In order to insure Housing Quality Standards, an inspection of the unit takes place at move-in and at least once a year. An assisted unit should be in condition to pass inspection at any time during the year. Housing Assistance Payments (HAP) cannot be made if a unit does not pass inspection. The renewal appointment and inspection are required in order for assistance to continue for another year.

- **Never accept HAP payments from CSHA for vacant units.**

If a Participant moves out, is absent from or abandons the assisted unit, the Owner/Manager **must** notify the CSHA immediately. Never accept HAP payments for subsidized units that are vacant. Also, notify the CSHA, in writing, of any eviction or demand for compliance notices given to the Participant(s).

- **Never demand or accept “side” payments from a Participant.**

A side payment is any money paid by the Participant to the Owner for rent that is not in the approved contact rent. Rent to the Owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the Owner in accordance with the lease. The HAP contract states, “The Owner may not charge or accept, from the Participant or from any other source, any payment for the rent of the unit in addition to the rent to the owner.”

**CSHA is committed to providing excellent service to Participant families and property owners. The success of the program depends on the CSHA being able to partner with property owners and managers who offer quality affordable housing.**





## **According to HUD Regulations, CSHA will Disapprove an Owner/Landlord for the Following Reasons**

- HUD has informed the PHA that the Owner has been debarred, suspended or is subject to a limited denial of participation.
- HUD has informed the PHA that the Federal government has instituted an administrative or judicial action against the Owner for violation of the Fair Housing Act or other Federal Equal Opportunity Requirements and such action is pending.
- HUD has informed the PHA that a court or administrative agency has determined that the Owner has violated the Fair Housing Act or other Federal equal opportunity requirements.
- The Owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. The PHA may waive this restriction as a reasonable accommodation for a family member who is a person with a disability.
- In cases where the Owner and Participants have the same last name, the PHA may, at its discretion, require the Participant and or Owner to certify whether they are related to each other in any way.
- The Owner has committed fraud, bribery, or any other corrupt act in connection with any Federal housing program.
- The Owner has engaged in drug-related criminal activity or any violent criminal activity.
- The Owner has a history of renting units that fail to meet State or local housing codes.
- The Owner has a history or practice of non-compliance with the Housing Quality Standards (HQS) for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program.
- The owner has a history or practice of failing to terminate tenancy of tenants assisted under Section 8 for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:





- Threatens the right to peaceful enjoyment of the premises by other residents;
- Threatens the health or safety of other residents, of employees of the PHA, or of other employees or other persons engaged in management of the housing;
- or is involved in drug-related criminal activity or violent criminal activity.





### **Violence against Women Act- Landlord Notice**

Attached is information from the Colorado Springs Housing Authority in regards to the Violence against Women Act (2013) Please review this information in regards to your landlord responsibilities under the law.

A federal law that went into effect in 2013 protects individuals who are victims of domestic violence, dating violence, sexual assault, and stalking. The name of the law is the Violence against Women Act, or "VAWA." This notice explains your obligations under VAWA.

#### **Protections for Victims**

You cannot refuse to rent to an applicant solely because he or she is a victim of domestic violence, dating violence, sexual assault, or stalking.

You cannot evict a tenant who is the victim of domestic violence, dating violence, sexual assault, or stalking based on acts or threats of violence committed against the victim. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault, or stalking that are caused by a household member or guest cannot be cause for evicting the victim of the abuse.

#### **Permissible Evictions**

You can evict a victim of domestic violence, dating violence, sexual assault, or stalking if you can demonstrate that there is an *actual and imminent* (immediate) threat to other tenants or employees at the property if the victim is not evicted. Also, you may evict a victim for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking. You cannot hold a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than you hold tenants who are not victims.

#### **Removing the Abuser from the Household**

You may bifurcate (split) the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the unit. If you choose to remove the abuser, you may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, you must follow federal, state, and local eviction procedures.

#### **Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

If a tenant asserts VAWA's protections, you can ask the tenant to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You are not required to demand official documentation and may rely upon the victim's statement alone. If you choose to request certification, you must do so in writing and give the tenant at least 14 business days to provide





documentation. You are free to extend this deadline. A tenant can certify that he or she is a victim by providing any one of the following three documents:

- A completed, signed HUD-approved certification form. The most recent form is HUD-50066. This form is available at the housing authority or online at <http://www.hud.gov/offices/adm/hudclips/forms/hud5.cfm>.
- A statement from a victim service provider, attorney, or medical professional who has helped the victim address incidents of domestic violence, dating violence, sexual assault, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both the victim and the professional must sign the statement under penalty of perjury.
- A police or court record, such as a protective order.

If the tenant fails to provide one of these documents within 14 business days, you may evict the tenant if authorized by otherwise applicable law and lease provisions.

### **Confidentiality**

You must keep confidential any information a tenant provides to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You cannot enter the information into a shared database or reveal it to outside entities unless:

- The tenant provides written permission releasing the information.
  - The information is required for use in an eviction proceeding, such as to evict the abuser.
  - Release of the information is otherwise required by law.
- The victim should inform you if the release of the information would put his or her safety at risk.

### **VAWA and Other Laws**

VAWA does not limit your obligation to honor court orders regarding access to or control of the property. This includes orders issued to protect the victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

### **Additional Information**

- If you have any questions regarding VAWA, please contact TESSA at (719)633-3819 or their website at [tessacs.org](http://tessacs.org)
- HUD Notice PIH 2006-42 contains detailed information regarding VAWA's certification requirements. The notice is available at <http://www.hud.gov/offices/adm/hudclips/notices/pih/06pihnotices.cfm>.
- For a discussion of VAWA's housing provisions, see the preamble to the final VAWA rule, which is available at <http://www.gpo.gov/fdsys/pkg/FR-2010-10-27/pdf/2010-26914.pdf>.

### **Definitions**





For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines **domestic violence** to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse of the victim
- A person with whom the victim shares a child in common
- A person who is cohabitating with or has cohabitated with the victim as a spouse
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
- Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction

VAWA defines **dating violence** as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

VAWA defines **sexual assault** as "any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent" (42 U.S.C. 13925(a)).

VAWA defines **stalking** as (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person OR (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person AND (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person, or (iii) the spouse or intimate partner of that person.





## Chapter 7: Lease and HAP Contract Termination

The /Landlord's approved Owner lease and the HAP contract run concurrently. Therefore, if the assisted lease ends, the HAP contract ends. And if the HAP contract ends, the Owner/Landlord's lease ends. (See sample HAP contract).

### The HAP Contract Terminates If:

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

The Owner/Landlord representative may evict the Participant only by instituting a court action. The Owner/Landlord must give the Participant written notice of grounds for eviction at or before commencement of the eviction action. The Owner/Landlord must give the CSHA a copy of any eviction notice or lease termination given to the Participant.

#### **THE PARTICIPANT TERMINATES THE TENANCY**

The Participant may terminate the tenancy at any time after the first year of the lease with proper notice to the Owner. Proper notice is defined in the lease or as agreed to between the tenant and the Landlord.

#### **THE PARTICIPANTS MOVES FROM THE UNIT**

A Participant is required to give the Owner/Landlord notice in accordance with the lease terms, or as agreed to between the tenant and the Landlord, before moving from a unit. The CSHA requires at least 30-days written notice.

Housing Assistance Payments will only be paid while the Participant is living in the contract unit during term of HAP contract.

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

The CSHA will provide both the Owner/Landlord and the Participant advance written notice if the Participant is being terminated from the program.

When the Participant is terminated from the Section 8 Voucher Program, the HAP Contract automatically terminates and the tenant then becomes "unassisted."





## Chapter 8: Glossary of Section 8 Housing Terms

**ABATEMENT:** Housing Assistance Payments are stopped, not made, to the property owner because the assisted unit does not meet Housing Quality Standards. Retroactive payments are not paid for the time the unit is in non-compliance.

**DRUG-RELATED CRIMINAL ACTIVITY:** The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act). [21 U.S.C. 802]

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

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

**FAMILY / PARTICIPANT:** A person or group of person, as determined by the PHA, approved to reside in a unit with assistance under the program.

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

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

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

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

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

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

**HOUSING QUALITY STANDARDS (HQS): HUD** minimum quality standards for housing assisted under the Housing Choice Voucher Program (HCVP)

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

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





**LEASE:** A written agreement between an owner and a tenant for the lease of a dwelling unit to the tenant. The lease of a unit establishes the conditions for occupancy of the dwelling unit by a family with Housing Assistance Payments under a HAP Contract between the property owner and the PHA.

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

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

**PARTICIPANT:** A family that has been admitted to the PHA program and I currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of the initial lease term).

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

**PORTABILITY:** The ability of a family to move to a dwelling unit with HCVP assistance outside of the jurisdiction of the Housing Authority that initially issued the Voucher.

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

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

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

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

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

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

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

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

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





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

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

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

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

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

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

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





## Chapter 9: SAMPLE HUD AND CSHA FORMS

**PLEASE DO NOT USE THE FORMS DIRECTLY FROM THE OWNER/LANDLORD GUIDE:**

**The forms included in this chapter are provided for reference only. The CSHA will provide you with original, updated documents. Forms are subject to change.**

