



# Housing Choice Voucher Program Landlord Packet Information



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\*\*This packet lists some of the key points of the Housing Choice Voucher Program. Please refer to the Housing Assistance Payment (HAP) Contracts and Tenancy Addendum for landlord and tenant responsibilities. Regulations and Policies may change\*\*

## **What is the Housing Choice Voucher Program?**

The Housing Choice Voucher (HCV) Program also known as Section 8, the nation's largest rental assistance program, helps low-income families, the elderly and the disabled rent decent, safe, and affordable housing units in the private market. Each year, HCVs help lift more than one million people out of poverty and give families the opportunity to move to safer, less impoverished neighborhoods. The program offers a number of benefits to participating families, as well as communities as a whole, including:

- Reducing homelessness;
- Increasing housing stability;
- Reducing poverty;
- Helping low-wage workers make ends meet;
- Giving families access to safer neighborhoods with better schools and opportunities;
- Allowing senior citizens and disabled individuals to live independently;
- Reducing costs in health care and other public services

## **Who receives HCV program assistance?**

Housing Connect's HCV Program provides rental assistance to individuals and families, as well as senior citizens and people with a disability. The average annual income of our participants is \$13,707.00. Thirty-two (32%) percent of our program families are employed, while fifty-six (56%) are disabled participants on fixed income. Forty-two percent (42%) of our participants have children and sixty-nine percent (69%) of households are headed by women.

## **How does a Housing Choice Voucher Work?**

The HCV program was designed to expand housing choices for low-income families by allowing them to search for rental housing in the private market. Once a low-income family is invited to participate in the program, Housing Connect issues that family a housing voucher. The voucher identifies the size of unit the family qualifies for, as well as the maximum amount of monthly rent the family can afford to pay. Using the voucher information as a guideline, the voucher holder then searches for a rental unit that best matches their family's needs. After they find a unit and return the required documents. A Housing Quality Standards Inspection will be scheduled. Once the unit passes this inspection and secures a lease, the family is responsible for paying part of the rent, and the rest of the rent is paid directly to the landlord by the Housing Connect.

Are there any special qualifications for becoming a HCV program landlord?

No, any landlord willing to work within the guidelines of the HCV Program can rent their unit to program participants.

## Owner Responsibilities

Screen potential tenant equally for:

- Credit History
- Criminal Background History
- Tenancy History
  - Housing can provide previous landlord information if on file

Normal landlord functions:

- Compliance with regulations governing reasonable modifications for disabled persons
- Compliance with Fair Housing
- Comply with the Housing Assistance Payment Contract (HAP)
- The following correspondences to the tenant must be provided to Housing Connect:
  - Rent Increases
  - Lease Renewals
  - 3 day pay or vacates
- Lease Enforcement
- Maintenance of the unit in accordance with housing quality standards
- Payment of owner responsible utilities and services
- Property sale. If the owner is considering selling the property, for business or economic reasons, the owner is required to give a 90 day notice to Housing Connect and the tenant.
- Rent, security deposit and damage collections charged to the tenant. Collect the same security deposit amount as you would from non-housing families/tenants.

## Tenant-Landlord Disputes

Despite the best intentions, at times problems arise between tenants and landlords. As a landlord, you are entirely responsible for the property management of your unit. The Housing Choice Voucher staff will try to help if we are kept informed, but we are not property managers. If the tenant violates the lease, the landlord should follow the same procedures as with other residents. Notice of eviction must be reported to Housing Connect at the same time the tenant is notified. The landlord may proceed with the eviction in accordance with Utah State Law.

## Lease

- The lease is the agreement between you, the landlord, and the Housing Choice Voucher tenant. Therefore, the terms will be enforced by you, not Housing Connect
- The lease start date must begin from the date of inspection or any date thereafter. We CANNOT accept a lease dated before the inspection date.
- The lease must be for one (1) year when a tenant first moves into the unit.
- It is considered fraud if
  - You sign two (2) separate leases or addendum that Housing Connect is not aware of.
  - If there is a separate verbal or written agreement.
- You must provide a proposed lease with blank lease dates and no signatures at the time the client turns in the packet. The client must make an appointment with their Housing Choice Voucher Specialist to turn in the packet.
- You must give rental and deposit receipts to the tenant. An account ledger may be requested by Housing Connect
- The lease must contain:
  - The name of the owner and tenant
  - the address of the unit rented (including apartment number)
  - The term of the lease (initial and any provisions for renewal)
  - The amount of the monthly rent to owner
  - Specifications about which utilities and appliances are to be supplied/paid for by the tenant.
- Must use a standard lease form that is also for your unassisted tenants.
- The Tenancy Addendum must be a part of the lease. Make sure to read the Tenancy Addendum. Tenant will also receive a copy of the Tenancy Addendum.
- The rent subsidy does not start until the unit passes inspection. This can take 7-15 business days. If your unit fails the first inspection, the failed items must be repaired or replaced. Once the repairs or items are replaced, you must contact the housing inspector and have a re-inspection completed before the housing assistance will begin.
- A new lease will need to be signed and submitted every year after the first year unless the original lease stipulates a month to month provision or any other renewal terms.

## Rental Increases

- Rental increases must be approved by Housing Connect before any changes can go into effect.
- You must submit a request for a Rental Increase or new lease to Housing Connect **60 days prior to** the effective date of the increase. You can use the Housing Connect Rental Increase form.

## Utilities

- Any changes in responsibilities of utility payments must be submitted **60 days prior to** the effective date. A new Housing Assistance Payment (HAP) contract must be completed.
- Clients are given a deduction on their portion of rent based on utility allowance (UA) estimates. This amount is added to the owner's rent which is not to exceed the payment standard.

## Contracts

- The Housing Assistance Payment (HAP) contract is the agreement between Housing Connect and the landlord.
- The terms of the HAP contract need to match the lease and the Request for Tenancy Approval.
- Initial payment can take up to 60 days to be sent out, please refer to 7a(3) of the HAP contract.
- Make sure that both HAP contracts are completely filled out. One will be mailed to you for your records once the Housing Choice Voucher Specialist has signed.

## Other

- Housing Connect will not approve a unit if the owner is the parent, child, grandparent, grandchild, sister or brother of any member of the family; unless Housing Connect determines that approving the unit would provide a reasonable accommodation for a family member who is a person with disabilities. A reasonable accommodation must be requested for review prior to renting to family. Contact your Housing Choice Voucher Specialist for this request.
- We encourage you to advertise your properties that you would like to rent to Housing Choice Voucher tenants in our lobby and also at [www.gosection8.com](http://www.gosection8.com)

## **What are my HCV tenant's responsibilities?**

HCV program participants are expected to abide by the terms of their lease agreement including:

- Paying their rent on time;
- Keeping the unit clean;
- Maintaining the exterior of the residence, including the lawn;
- Avoiding illegal activities by household members and guests;
- Allowing Housing Connect inspectors access to the unit to conduct inspections;
- Permitting landlord and designated repairmen access to the unit for repairs;
- Avoiding damage to property by household members and guests;
- Refraining from disturbing other residents in the building or neighboring properties;
- Allowing only those occupants on the lease to reside in the unit; and
- Complying with the terms and conditions of the lease and tenancy addendum.

## **What is Housing Connect Responsible for?**

Housing Connect is responsible for:

- Screening program applicants for eligibility.
- Maintaining a waiting list, selecting families for admission to the program and issuing vouchers.
- Making HAP payments to the owner in a timely manner.
- Ensuring that owners and families comply with their contractual obligations

## **Housing Quality Standards Inspection**

The goal of the HCV program is to provide “decent, safe and sanitary” housing at an affordable cost to low-income families. Housing Quality Standards help HUD and local Public Housing Authorities accomplish that goal by defining “standard housing” and establishing the minimum quality criteria necessary for the health and safety of program participants. All HCV housing units must meet these federal housing quality standards in order to participate in the HCV program.

When can I expect my first inspection to occur and what is the process?

The Housing Inspector will do an initial inspection of your unit before move in. Once the unit passes, you will be notified by biannual mail when your next inspection will occur. It is usually 90 days before the lease is up. If the unit fails an inspection, it will be inspected once a year. Before the inspection, be sure to check if anything needs to be repaired. Check smoke alarms and make sure they are up and working.

Will my property only need to pass a HQS inspection once?

No. Inspections are conducted biannually to ensure the property is well maintained. Only a voucher family member is required to be present during biannual inspections.

What happens if my unit does not pass inspection?

If any HQS violations are identified during the inspection, the owner will be notified of the problems and be given a time frame to correct them. If requested by the owner, the time frame for fixing the problems may be extended for good cause (e.g., extreme weather conditions).

## The HCV Process

### **Step 1 - Apply**

Families submit an application to Housing Connect during the published wait list opening period and are served on a first-com/first-serve basis according to preferences.

### **Step 2 - Verification**

When Applicants reach the top of the wait list, they are asked to provide verification of their eligibility for the HCV. After eligibility has been confirmed, Housing Connect notifies the applicant that they have been qualified for a voucher.

### **Step 3 - Briefing**

Housing Connect invites eligible applicants to a required briefing session. Applicants **MUST ATTEND** a resident briefing session in order to obtain their voucher.

### **Step 4 - Get Voucher**

Housing Connect issues a Housing Choice Voucher to each applicant at the end of the resident briefing.

### **Step 5 - Find a Unit**

Applicants have 90 days to find a suitable unit, complete the Required forms with the landlord and submit the document to Housing Connect.

### **Step 6 - Affordability Tests and Rent Reasonable Assessment**

Housing Connect reviews the paperwork to verify that the applicant qualifies for the proposed unit and that the unit meets Housing Connect's program requirements. Housing Connect must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units

### **Step 7 - Unit Inspected**

The unit is inspected to ensure it meets HUD's Housing Quality Standards (HQS).

### **Step 8 – Lease and HAP Contract**

Housing Connect notifies all parties that the unit is approved for assistance. A lease is signed between the Landlord and Tenant. Signed lease is submitted to the Housing Connect along with a signed HAP contract.

### **Step 9 - HAP Payment Issued**

Upon receipt of the landlord's HAP contract, the Tenancy Addendum and the resident's Lease Agreement, Housing Connect will review the Lease Agreement to ensure that its terms do not conflict with HUD regulations or PHA policy. Once approved, payments will be made on the next check run following the approval date. Housing Connect has two check runs per month to ensure speedy payments to landlords. Initial payments can be issued on the 1st or the 15th of the month. After the initial payment, you will receive all HAP payments on the 1st. All payments are issued via direct deposit.





## Rent Increase Request for HCV Tenant

**Remember Housing and tenants/clients need a written 60 day notice of any rent increase or utility changes. If faxing this request to Housing, please print off the confirmation report indicating it was sent. This verification maybe needed in the future. Might be best to fax and mail this form. Thank you.**

DATE OF REQUEST: \_\_\_\_\_ Client Name: \_\_\_\_\_

Client Address: \_\_\_\_\_

Landlord Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Landlord fax #: \_\_\_\_\_ Landlord e-mail address: \_\_\_\_\_

Current rent \$ \_\_\_\_\_ Proposed rent increase \$ \_\_\_\_\_ Effective date: \_\_\_\_\_

**What utilities and/or fees are paid by client/tenant:** GAS ELECTRIC WATER SEWER TRASH

Other \_\_\_\_\_

**What utilities and/or fees are paid by landlord:** GAS ELECTRIC WATER SEWER TRASH

Other \_\_\_\_\_

The program regulation requires the PHA to certify that the rent charge to the Housing Choice Voucher tenant is not more than the rent charged for other unassisted comparable units. **Owners of properties with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises:**

Address and unit #	Date leased	Rental Amount per lease

**A lease must be provided to Housing Connect when there are rent increases or changes to who pays the utilities. This will help the Housing Specialist to know the term dates, verify rent amounts and other fees. If your lease does not indicate that it renews on a month to month basis after the original termination date, a new lease must be signed even if there are no changes to the original lease.**

**Please fax, mail, or drop off the rent increase form 60 days prior to the rental increase effective date, per HAP contract # 15 Changes in Lease or Rent (d). A new lease agreement will be requested after approval of rent increase.**

**Warning: Title 18, Section 1002 of the U.S. code, states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any Department or Agency of the U.S. or the department of Housing and Urban Development.**



**RENT REASONABLE**

Address: \_\_\_\_\_  
 Street, Apartment Number, City, State, Zip

Number of: Bedrooms \_\_\_\_\_ Bathrooms \_\_\_\_\_ Sq Feet: \_\_\_\_\_ Yr. built: \_\_\_\_\_

Yr. remodeled: \_\_\_\_\_ Proposed Rent: \_\_\_\_\_

Property Name: \_\_\_\_\_

**Please check the property type**

- Single Family Home - Building that houses only one family under one roof
- Semi-Detached - Units in duplexes and two-family homes
- Low-Rise - Multi-family apartments of five or more units and up to four stories. (Also includes five or six story buildings without an elevator).
- High-Rise - Building with five or more stories and has an elevator.
- Row House/Townhouse - Structures with three or more units side-by-side under one roof.
- Manufactured Home - Mobile homes

Utilities	Type					Tenant Pays	Landlord pays
	Natural Gas	Bottle Gas	Propane	Oil	Electric		
Heat							
Hot Water							
Cooking							
Sewer	Septic Tank		Public Sewer				
Water	Well		City				
Other Electric (lights or other)							
Trash	Can	Dumpster	Other:				

**Amenities provided by landlord**

- Lawn Maintenance     Pest Control     Washer (in the unit)     Dryer (in the unit)     Stove
- Dishwasher     Microwave     Refrigerator     Hook-ups     Garbage Disposal
- Garbage Disposal     Ceiling Fan     Gated / Fence     Pool     Cable Included
- Air Conditioner:     Window     Wall     Central
- Heat:  Central     Window     Wall     Space     Furnace
- Parking:  Carport # of \_\_\_\_\_     Garage # of \_\_\_\_\_     Assigned # of \_\_\_\_\_     Unassigned
- Porch     Balcony     Deck     Patio

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## IMPORTANT FACTS ABOUT HCV RENTAL ASSISTANCE

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1. Landlords can collect the same security deposit as non-housing families
2. When the tenant moves out of the dwelling unit, the owner may use the security deposit as a reimbursement for any unpaid rent payable to the tenant, damages to the unit or for other amounts the tenant owes under the lease. The owner must give the tenant a written list of all items charged against the security deposit with the amount of each item. After deducting the amount, if any, the owner must refund promptly the full amount of the unused balance to the tenant. If the security deposit is not sufficient to cover the amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant. Housing does not pay for damages caused by the tenant(s).
3. The tenant is allowed to sign only one (1) lease! The owner chooses his own lease. A copy of that lease must be submitted to Housing Connect for review, and an addendum must be completed. You cannot have two separate leases. This can result in termination of assistance.
4. The lease is not effective until the dwelling has passed inspection. The start date of the lease must be the date the unit passed inspection or thereafter. No payment will be made until the dwelling unit passes inspection. If you choose to move into the unit before the inspection, you are responsible for the rent.
5. The tenant can only pay the amount specified by Housing Connect. Any other agreement to pay more can result in termination of assistance
6. Tenant is responsible for reporting correct income and/or family size changes to insure that the rent portion is correct and on time to the landlord. Failure by the tenant to report these and any changes within ten (10) business days could delay the rent subsidy paid to you on behalf of Housing Connect. If a delay is caused by the tenant, the tenant will be responsible for the rent until the problem is resolved.
7. Tenant is required to notify, in writing, the owner and Housing Connect 30 days in advance before moving.
8. Any tenant evictions must be court ordered and a copy must be given to Housing Connect.
9. Rent can not be raised during the first year and only during the following year (at re-certification) with a 60-day written notice to Housing Connect and the tenant.
10. Rental assistance is for those listed on the assistance only. Other people living in the unit without consent of the owner and Housing Connect is considered a violation of the lease and program and will cause termination of assistance.
11. If the owner is considering selling the dwelling unit for business or economic reasons, the owner is required to give Housing Connect and the tenant 90-day notice of such action.





## INSPECTION CHECKLIST

### READ CAREFULLY

**Rental subsidy begins when the dwelling unit passes Housing Quality Standards Inspection**

**THESE ARE THE ITEMS THAT FAIL MOST OFTEN**

**You need to read through these items, sign, and date acknowledging that you have done so.**

1. **CEILINGS, WALLS, OR FLOORS** that have large cracks or holes, severe bulging or leaning or have loose or falling material. Bubbled or warped floor due to moisture. Carpet coming up or separating at seams. Exposed carpet tacks. Peeling linoleum.
2. **WINDOWS** that are badly cracked, broken, or missing panes. All windows easily accessible from the outside (i.e., basement, first floor, fire escape, or deck) must have locks that work. Sleeping room windows must be operable if they were designed to be opened.
3. **DOORS** that are broken, missing doorknobs or lock parts, or have large holes.
4. **WATER HEATERS** with no discharge pipe on the temperature/pressure release valve or with missing burner cover doors. Discharge pipes must extend to within 12 inches of the floor.
5. **STAIRS** with loose, broken, or missing parts or handrails. A handrail is required where there are four or more consecutive steps and on any porches, balconies or decks which are 30 inches or more above ground. Handrails must be at least 34 inches high.
6. **SMOKE DETECTORS** that are not working or that are improperly installed. Each unit must have at least one smoke detector on each level including basements but excluding crawl spaces and unfinished attics.
7. **PAINT** that is peeling or chipping either inside or outside.
8. **STOVES** with any burners that don't work or that are missing knobs or oven handles. Stove-top burner pans must be present. Stove and oven must be clean.
9. **PLUMBING** that leaks.
10. **HOUSEKEEPING:** Carpets, kitchens (sink, stove/oven, refrigerator, counters, and cabinets), bathrooms, and the rest of your house **must be clean.** Yards cannot have "heavy accumulation" of trash, discarded furniture, or vehicles. Grass and weeds over 6 inches tall must be cut.
11. **ELECTRICAL HAZARDS:** Missing or cracked switch and/or outlet cover plate(s). Improper connections, insulation, or grounding of any component of the electrical system. GFCI outlets that aren't working properly. A light fixture hanging from its wiring with no other firm support. If a light fixture is designed to have a cover it must have one.
12. **BATHROOM VENTILATION:** Exhaust fans must work properly. If there is no fan an openable window or a non-mechanical ventilation shaft vented to the outside, attic, or crawlspace is acceptable.

**UTILITIES MUST BE TURNED ON BEFORE INSPECTION**

**STOVE AND REFRIGERATOR MUST BE IN THE UNIT BEFORE INSPECTION**

**Separate entrances, separate thermostats, and separate utility meters are required on all dwelling units. If utility meters are not separate the utilities must be included in the rent paid by the owner.**



# SMOKE DETECTORS

Each unit must have at least one battery-operated or hardwired smoke detector:

- In proper working condition.
- On each level of the dwelling unit, including basements, but excluding crawl spaces and unfinished attics.

Detectors must be installed in accordance with and meet the requirements of National Fire Protection Association Standard (NFPA) 74 or its successor.

## **INSTALLATION REQUIREMENTS -ALL SMOKE DETECTORS (GENERAL)**

Smoke detectors must be installed on each story of the living unit, including basements and excluding crawl spaces and unfinished attics.

In split-level units (i.e., adjacent levels with less than one full story separation), a smoke detector installed in the upper level will suffice for the adjacent lower level, unless there is a door between one level and the adjacent lower level.

In new construction there must be a smoke detector in each sleeping room. If more than one detector is required, they will be arranged so that the operation of any detector will cause all other detectors to alarm.

Each detector shall make an alarm that is clearly audible in all bedrooms *over* background noise with all intervening doors closed. Audibility as based upon the noise created by all household equipment that would be in operation at night (such as window air conditioners and room humidifiers).

- Hardwired smoke detectors must be on an un-switched portion of a branch circuit or on a dedicated branch circuit.

## **SMOKE DETECTOR INSTALLATION - SPECIFIC LOCATIONS**

- In rooms with ceiling slopes of more than one foot of rise per eight feet, the detector must be on the high side of the room.
- A smoke detector in a stairwell must be placed to ensure that smoke rising in the stairwell cannot be prevented from reaching the detector because of an intervening door or obstruction. A smoke detector placed in a basement must be in close proximity to the stairway leading to the floor above.
- Smoke detectors installed to protect a sleeping room must be located outside of the bedroom, but in the immediate vicinity of the sleeping area.
- Detectors must be:
  - Mounted on the ceiling at least 4 inches from a wall or on a wall with the top of the detector not less than 4 inches nor more than 12 inches below the ceiling.
  - Mounted on an interior wall if the wall or ceiling could be considerably warmer or colder than the room (such as a poorly insulated ceiling below an unfinished attic or an exterior wall).
  - Placed on the bottom of the joist if installed in an area with an open-joisted ceiling.
  - Located so that jarring or vibration will not cause accidental operation.
  - Mounted so that they are not supported by the wiring.
  - Detectors may not be installed in kitchens, garages, or other spaces where the temperature can exceed 100 degrees F or fall below 12 degrees F.
- Unless specifically listed for this purpose, detectors may not be located closer than 3 feet from:
  - The door to a kitchen or door to a bathroom containing a tub or shower.
  - Supply registers of a forced air heating or cooling system.

## **SMOKE DETECTORS FOR THE HEARING IMPAIRED**

If the unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system designed for hearing-impaired persons as specified by NFPA 74 (or successor standards).

Detectors for the hearing impaired are to be requested by the family.

The Fair Housing Act protects people from discrimination when they are renting or buying a home, getting a mortgage, seeking housing assistance, or engaging in other housing-related activities. Additional protections apply to federally-assisted housing.

## Who is Protected?

The Fair Housing Act prohibits housing discrimination on the basis of:

- Race/color
- National Origin
- Religion
- Sex
- Familial Status
- Disability

Additionally, the Utah Fair Housing Act prohibits housing discrimination due to:

- Source of Income

## What Is Prohibited?

### In the Sale and Rental of Housing:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Otherwise make housing unavailable
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide a person different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental
- Make, print or publish any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination
- Impose different sales prices or rental charges for the sale or rental of a dwelling
- Use different qualification criteria or applications, or sale or rental standards or procedures, such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements
- Evict a tenant or a tenant's guest
- Harass a person
- Fail or delay performance of maintenance or repairs
- Limit privileges, services or facilities of a dwelling
- Discourage the purchase or rental of a dwelling

- Assign a person to a particular building or neighborhood or section of a building or neighborhood
- For profit, persuade, or try to persuade, homeowners to sell their homes by suggesting that people of a particular protected characteristic are about to move into the neighborhood (blockbusting)
- Refuse to provide or discriminate in the terms or conditions of homeowners insurance because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling
- Deny access to or membership in any multiple listing service or real estate brokers' organization

### Harassment:

The Fair Housing Act makes it illegal to harass persons because of race, color, religion, sex, disability, familial status, or national origin. Among other things, this forbids sexual harassment.

### Other Prohibitions:

In addition, it is illegal discrimination to:

- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise the right
- Retaliate against a person who has filed a fair housing complaint or assisted in a fair housing investigation

### Additional Protections For Persons With Disabilities:

Housing providers must make reasonable accommodations and allow reasonable modifications that may be necessary to allow persons with disabilities to enjoy their housing.

Certain multifamily housing must be accessible to persons with disabilities.

## Who Enforces the Protections?

- U.S. Department of Housing and Urban Development
- Utah Anti-Discrimination Division (UADD)

## For More Information:

There is more information available at [hud.gov](http://hud.gov) and <https://www.hud.gov/states/utah/renting/tenantrights>

**TENANCY ADDENDUM**  
**Section 8 Tenant-Based Assistance**  
**Housing Choice Voucher Program (To**  
be attached to Tenant Lease)

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing  
OMB Approval No. 2577-0169  
Exp. 09/30/2017

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**1. Section 8 Voucher Program**

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

**2. Lease**

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

**3. Use of Contract Unit**

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

**4. Rent to Owner**

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

**5. Family Payment to Owner**

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

**6. Other Fees and Charges**

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

**7. Maintenance, Utilities, and Other Services**

- a. **Maintenance**
  - (1) The owner must maintain the unit and premises in accordance with the HQS.
  - (2) Maintenance and replacement (including

redcoration) must be in accordance with the standard practice for the building concerned as established by the owner.

**b. Utilities and appliances**

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
  - (a) Pay for any utilities that are to be paid by the tenant.
  - (b) Provide and maintain any appliances that are to be provided by the tenant.

**c. Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

**d. Housing services.** The owner must provide all housing services as agreed to in the lease.

**8. Termination of Tenancy by Owner**

**a. Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

**b. Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

**c. Criminal activity or alcohol abuse.**

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
- (c) Any violent criminal activity on or near the premises; or
- (d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that

is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

**d. Other good cause for termination of tenancy**

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause may include:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause may include:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

(4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**



**e. Protections for Victims of Abuse.**

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public

housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

f. **Eviction by court action.** The owner may only evict the tenant by a court action.

**g. Owner notice of grounds**

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

**9. Lease: Relation to HAP Contract**

If the HAP contract terminates for any reason, the lease terminates automatically.

**10. PHA Termination of Assistance**

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

**11. Family Move Out**

The tenant must notify the PHA and the owner before the family moves out of the unit.

**12. Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

### 13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

### 14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

### 15. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
  - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
  - (2) If there are any changes in lease provisions governing the term of the lease;
  - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

### 16. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

### 17. Definitions

**Contract unit.** The housing unit rented by the tenant with assistance under the program.

**Family.** The persons who may reside in the unit with assistance under the program.

**HAP contract.** The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

**Household.** The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

**Housing quality standards (HQS).** The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

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

**HUD requirements.** HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

**Lease.** The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

**PHA.** Public Housing Agency.

**Premises.** The building or complex in which the contract unit is located, including common areas and grounds.

**Program.** The Section 8 housing choice voucher program.

**Rent to owner.** The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

**Section 8.** Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

**Tenant.** The family member (or members) who leases the unit from the owner.

**Voucher program.** The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

## Section 8

# Landlord Incentive Program



The **Section 8 Landlord Incentive Program** provides financial assistance to landlords to mitigate damages caused by tenants under the HUD Housing Choice Voucher Program, commonly known as Section 8. The goal of the program is to reduce financial risk for landlords to encourage them to open more rental units to Section 8 tenants. The program is administered by the Department of Workforce Services Housing and Community Development Division.

### ELIGIBILITY REQUIREMENTS

To be eligible for the program, landlords must have leased to tenants through the HUD Housing Choice Voucher Program (Section 8). A landlord may apply for financial assistance to reimburse him or her for qualifying damages to Utah rental properties for which a judgment was handed down on July 1, 2017 or later. The damages to the residence must exceed normal wear and tear.

A landlord must first obtain a judgment against a tenant from any Utah legal court in the county in which either the tenant or the property is located. The time frame for appeal of the judgment must have expired without appeal or the judgment must otherwise not be subject to further judicial review.

Program assistance is limited to reimbursement for those amounts covered in a final judgment, less treble damages. Claim reimbursements may include expenses related to property damage, or other damages listed below that are satisfactorily described and documented in a claim from the landlord. Property damage claims must include all of the following:

- A Utah Court judgment dated July 1, 2017 or later for damages that resulted from a tenancy under a HUD Housing Choice Voucher (Section 8) lease
- Requests for expenses of not less than \$500, but total claims payment of not more than \$5,000 per tenancy



**A JUDGMENT** (less treble damages) may be paid in the full amount of \$500 – 5,000.

#### Qualifying Damages

- Property damage in the amount of the legal judgment for damage incurred as a result of tenant's occupancy under a Section 8 lease
- Attorney fees
- Court costs and fees
- Lost and unpaid rent
- Actual damages will be paid; treble damages are excluded



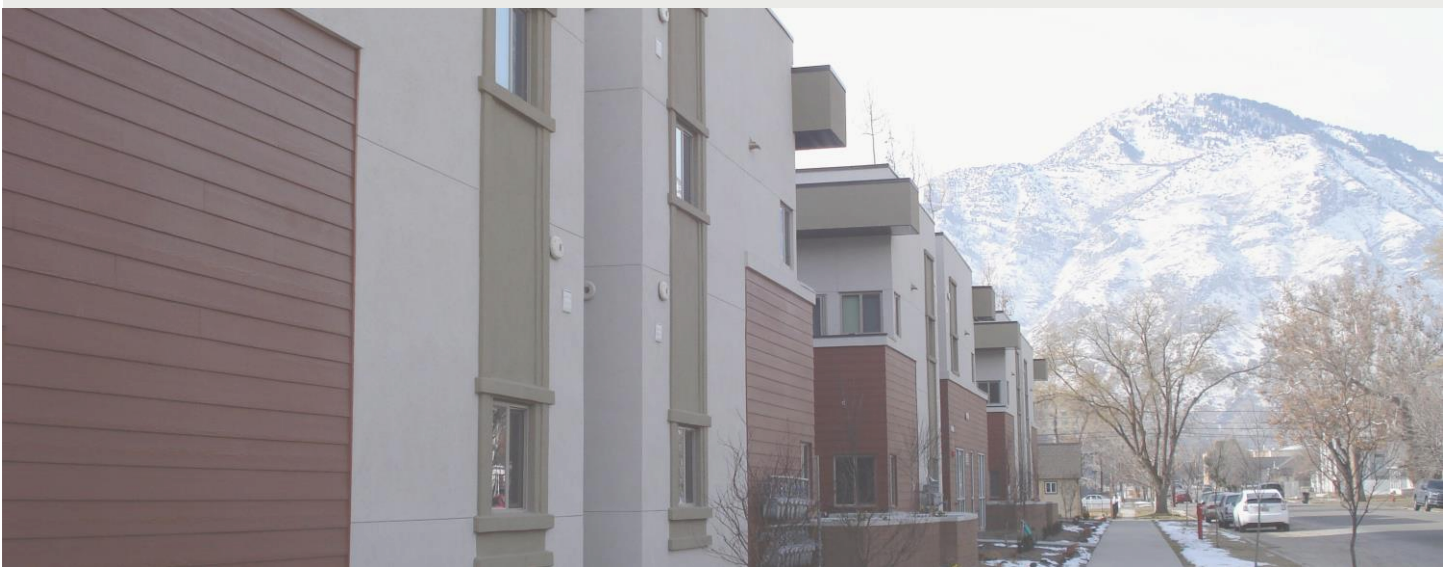
## APPLICATION PROCESS

A landlord must submit a claim for program assistance to the Housing and Community Development Division after having obtained a judgment against a qualified tenant (while funds are available). The time frame for appeal of the judgment must have expired without appeal or the judgment must otherwise not be subject to further judicial review.

After submission of the application, the Housing and Community Development Division will notify applicants if the application is incomplete within 10 days. The division will process applications and approve payments to landlords within 45 days of receiving a complete application.

Checks or electronic transfers will be sent directly to the landlord once the landlord has signed the satisfaction of judgment. After receiving payment, a landlord must file the satisfaction of judgment within 30 days. A copy of the filed satisfaction of judgment must be delivered to the department within 10 days of filing.

Future rent is excluded from claims to this fund. Damage claims and claims for rent lost while repairs were being made may be treated as two separate claims; therefore they may be in separate judgments. When a landlord signs the satisfaction of judgment for a damage claim, the landlord is still eligible to file a second claim for a judgment for rent lost due to time required to make qualifying repairs (apart from normal time required to re-rent the property) as long as total payment is under \$5,000 per tenant.



[jobs.utah.gov/housing/section8/index.html](https://jobs.utah.gov/housing/section8/index.html)

### *Equal Opportunity Employer/Program*

Auxiliary aids and services are available upon request to individuals with disabilities by calling 801-526-9240. Individuals with speech or hearing impairments may call the Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.



# FACT SHEET

## EPA and HUD Move to Protect Children from Lead-Based Paint Poisoning; Disclosure of Lead-Based Paint Hazards in Housing

### SUMMARY

The Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD) are announcing efforts to ensure that the public receives the information necessary to prevent lead poisoning in homes that may contain lead-based paint hazards. Beginning this fall, most home buyers and renters will receive known information on lead-based paint and lead-based paint hazards during sales and rentals of housing built before 1978. Buyers and renters will receive specific information on lead-based paint in the housing as well as a Federal pamphlet with practical, low-cost tips on identifying and controlling lead-based paint hazards. Sellers, landlords, and their agents will be responsible for providing this information to the buyer or renter before sale or lease.

### LEAD-BASED PAINT IN HOUSING

Approximately three-quarters of the nation's housing stock built before 1978 (approximately 64 million dwellings) contains some lead-based paint. When properly maintained and managed, this paint poses little risk. However, 1.7 million children have blood-lead levels above safe limits, mostly due to exposure to lead-based paint hazards.

### EFFECTS OF LEAD POISONING

Lead poisoning can cause permanent damage to the brain and many other organs and causes reduced intelligence and behavioral problems. Lead can also cause abnormal fetal development in pregnant women.

### BACKGROUND

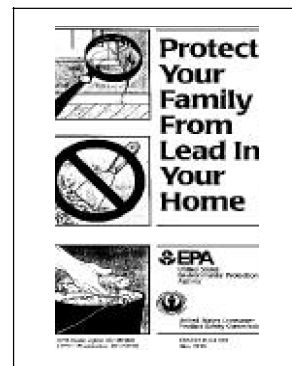
To protect families from exposure to lead from paint, dust, and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also

known as Title X. Section 1018 of this law directed HUD and EPA to require the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978.

### WHAT IS REQUIRED

Before ratification of a contract for housing sale or lease:

- Sellers and landlords must disclose known lead-based paint and lead-based paint hazards and provide available reports to buyers or renters.
- Sellers and landlords must give buyers and renters the pamphlet, developed by EPA, HUD, and the Consumer Product Safety Commission (CPSC), titled *Protect Your Family from Lead in Your Home*.
- Home buyers will get a 10-day period to conduct a lead-based paint inspection or risk assessment at their own expense. The rule gives the two parties flexibility to negotiate key terms of the evaluation.
- Sales contracts and leasing agreements must include certain notification and disclosure language.
- Sellers, lessors, and real estate agents share responsibility for ensuring compliance.



## WHAT IS NOT REQUIRED

- This rule does not require any testing or removal of lead-based paint by sellers or landlords.
- This rule does not invalidate leasing and sales contracts.

## TYPE OF HOUSING COVERED

Most private housing, public housing, Federally owned housing, and housing receiving Federal assistance are affected by this rule.

## TYPE OF HOUSING NOT COVERED

- Housing built after 1977 (Congress chose not to cover post-1977 housing because the CPSC banned the use of lead-based paint for residential use in 1978).
- Zero-bedroom units, such as efficiencies, lofts, and dormitories.
- Leases for less than 100 days, such as vacation houses or short-term rentals.
- Housing for the elderly (unless children live there).
- Housing for the handicapped (unless children live there).

- Rental housing that has been inspected by a certified inspector and found to be free of lead-based paint.
- Foreclosure sales.

## EFFECTIVE DATES

- For owners of more than 4 dwelling units, the effective date is September 6, 1996.
- For owners of 4 or fewer dwelling units, the effective date is December 6, 1996.

## THOSE AFFECTED

The rule will help inform about 9 million renters and 3 million home buyers each year. The estimated cost associated with learning about the requirements, obtaining the pamphlet and other materials, and conducting disclosure activities is about \$6 per transaction.

## EFFECT ON STATES AND LOCAL GOVERNMENTS

This rule should not impose additional burdens on states since it is a Federally administered and enforced requirement. Some state laws and regulations require the disclosure of lead hazards in housing. The Federal regulations will act as a complement to existing state requirements.

### FOR MORE INFORMATION

- For a copy of *Protect Your Family from Lead in Your Home* (in English or Spanish), the sample disclosure forms, or the rule, call the National Lead Information Clearinghouse (NLIC) at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired. You may also send your request by fax to (202) 659-1192 or by Internet E-mail to [ehc@cais.com](mailto:ehc@cais.com). Visit the NLIC on the Internet at <http://www.nsc.org/nsc/ehc/ehc.html>.
- Bulk copies of the pamphlet are available from the Government Printing Office (GPO) at (202) 512-1800. Refer to the complete title or GPO stock number 055-000-00507-9. The price is \$26.00 for a pack of 50 copies. Alternatively, persons may reproduce the pamphlet, for use or distribution, if the text and graphics are reproduced in full. Camera-ready copies of the pamphlet are available from the National Lead Information Clearinghouse.
- For specific questions about lead-based paint and lead-based paint hazards, call the National Lead Information Clearinghouse at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired.
- The EPA pamphlet and rule are available electronically and may be accessed through the Internet.

#### Electronic Access:

**Gopher:** [gopher.epa.gov:70/11/Offices/PestPreventToxic/Toxic/lead\\_pm](http://gopher.epa.gov:70/11/Offices/PestPreventToxic/Toxic/lead_pm)

**WWW:** <http://www.epa.gov/opptintr/lead/index.html>  
<http://www.hud.gov>

**Dial up:** (919) 558-0335

**FTP:** [ftp.epa.gov](ftp://ftp.epa.gov) (To login, type "anonymous." Your password is your Internet E-mail address.)