



**The St. Petersburg Housing  
Authority  
Landlord / Owner  
~Guidebook~  
Section 8  
Housing Choice Voucher Program**

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## Goal of the Section 8 Housing Choice Voucher Program

This information has been compiled in response to your interest in participating in the Section 8 Housing Choice Voucher Program.

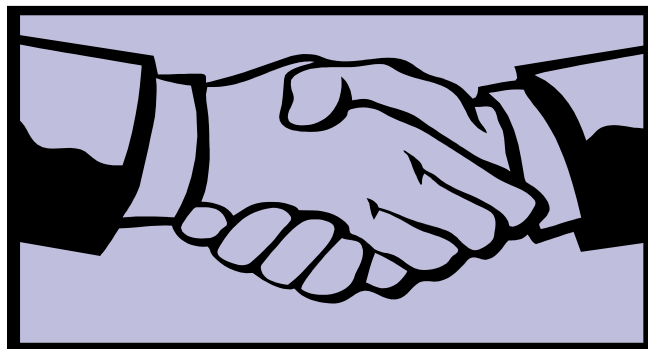
The rules and regulations for the Section 8 Housing Choice Voucher Program are determined by the U.S. Department of Housing and Urban Development (HUD). If you are a rental property owner or manager, this handbook will assist you in understanding how the program works.

The success of the program depends upon the ability of the St. Petersburg Housing Authority (SPHA) to contract with property managers and owners who have decent, safe and sanitary rental units. Many low-income families in our community rely on owners like you, who are willing to participate in the program.

There is a shortage of decent and affordable housing in St. Petersburg. The subsidy, that comes with the Section 8 program, helps families rent in many different neighborhoods. Participant families include elderly persons, disabled persons, working and non working families who do not earn enough to keep pace with rising rental housing costs.

### The St. Petersburg Housing Authority's Commitment

The SPHA's goal is to provide excellent service to the families and landlords/owners participating in the Housing Choice Voucher Program. We will make every effort to inform you of the program rules and advise you of how these rules affect you. It is very important to ask questions if you are not sure of something.



The Section 8 housing program is a partnership between SPHA, the tenant and the owner or landlord of the housing unit.

### **The Housing Authority's Responsibility**

In order for the program to be successful, SPHA must do the following:

- Review all applications to determine whether an applicant is eligible for the program.
- Explain all the rules of the program to all participating landlords/agents and families who qualify.
- Issue a Housing Choice Voucher.
- Approve the unit, the owner and the lease.
- Make housing assistance payments to the owner in a timely manner.
- Ensure that both the family and the unit continue to qualify under the program.
- Ensure that owners and families comply with the program rules.
- Provide owners and families with prompt, efficient and professional service.

## The Owner's Responsibility

In order for the program to be successful, the owner must:

- Screen families who apply to determine if they will be good renters. SPHA may also provide additional information pertaining to a tenant's performance as a renter. The landlord should use screening that is in compliance with Fair Housing and FL State Tenant/Landlord Laws.
- Comply with fair housing laws, and not discriminate against any family.
- Make necessary repairs in a timely manner.
- Adhere to the terms of the Housing Assistance Contract with SPHA.
- Collect the rent due from the tenant and enforce the terms of the lease.



## The Family's Responsibility

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

- Provide SPHA with complete and accurate information.
- Make their best effort to find a place to live that is suitable for them and qualifies for the program.
- Attend all appointments scheduled by SPHA.
- Take care of the housing unit.
- Comply with the terms of their lease with the owner.
- Comply with the Family Obligations of their Housing Choice Voucher.



### Five Steps for Interested Owners

Anyone interested in participating in the Section 8 Housing Choice Voucher Program should call SPHA at (727) 323-3171. We will mail you a packet of information about the program. If you decide to participate in the program, be prepared to furnish proof of legal ownership of any unit(s) that you wish to offer under the program.

1. **Finding a tenant** – A prospective tenant may come to you with a voucher in hand, or you can list your available unit with SPHA.
2. **Owner approves tenant** – Even though a family is determined by SPHA to be eligible for the program, the owner must approve the family as a suitable renter. SPHA knows that the owner has approved the family when a fully executed ***Request for Tenancy Approval*** (HUD 52517) form is submitted.
3. **SPHA approves lease and unit** – After a family finds a suitable housing unit and the owner approves the family, SPHA will determine if the unit qualifies for the Section 8 Housing Choice Voucher Program. This includes a Housing Quality Standards inspection and Rent Reasonability Test. If the unit does not pass inspection, time will be given for the necessary repairs to be made.
4. **Contract and Lease Signed** – If the lease and unit meet the program requirements, SPHA will enter into a Housing Assistance Payment (HAP) Contract with the owner, and the family will enter into a lease with the owner.
5. **Housing Assistance Payments** – After the HAP Contract and lease are signed, the SPHA makes the initial HAP payment and continues to make monthly payments to the owner as long as the family continues to meet eligibility criteria and the housing unit qualifies under the program.



## 1. Finding a Tenant

Once a family is determined to be eligible for the program and funding is available, the Housing Authority will issue the family a Housing Choice Voucher. The family receives the Voucher at the tenant briefing conducted by SPHA. At this time the family can begin to look for housing.

Any interested families will contact you for an appointment to see your housing unit(s). SPHA will not direct families to specific owners or rental units, but they will furnish information on any units that are available. When a family is sent to you to look at property they have already been issued a voucher. You may confirm that the voucher has been issued by requesting that the prospective tenant provide you a copy.

### **Housing Choice Voucher Program**

In the Housing Choice Voucher Program, the **maximum** amount that SPHA will pay is an amount equal to the **Payment Standard** minus 30% to 40% of the tenant's adjusted monthly income, or contract rent, whichever is lower.

### **The Payment Standard**

- Is based on the cost of housing **and utilities** for the area.
- Depends on the family composition and the bedroom size of the unit. For example, the payment standard for families requiring a 3 bedroom unit is higher than for families requiring a 1 bedroom unit.

## 2. Accepting a Tenant

It is critical that you screen a potential Section 8 tenant just as you would any other tenant. First, ask to see their Voucher.

### **Review the Voucher**

Check the expiration date to determine whether it has expired. Vouchers expire 60 days after issuance, unless an extension has been granted by the SPHA. The Voucher will contain the bedroom size for a unit for which the family has been approved.



## Screen the Family

- When a prospective renter contacts you, evaluate them as you would any other renter.
- Make certain that your selection standards are based on objective, business-related considerations, such as previous history of rent payment, damages to a unit or any disturbance of neighbors.

Owners must apply the same standards of tenant selection to any family who applies, whether that family is a prospective Section 8 renter or not. Tenant selection must never be based on race, color, age, religion, sex, family status, disabilities or any other discriminatory factors. SPHA does not screen families for their suitability as renters; it is the responsibility of the owner of the property.

## Security Deposits

The owners may require a security deposit from a renter. SPHA has the discretion to prohibit security deposits that are excessive as compared to the private market or in excess of security deposits for the owner's unassisted units. Security deposits in excess of one month's rent will not be approved.

## Request for Tenancy Approval (RFTA)

The family is given a Request for Tenancy Approval (RFTA) form at the tenant briefing. When SPHA receives your signed RFTA, they will review it to determine if the unit is the correct size and the proposed rent is approvable.

## Lease Approval

HUD requires certain language in any lease signed by a Section 8 tenant. SPHA must approve the lease before it is signed, and may require a Section 8 Addendum.

## Form of Lease

The lease must include the amount of security deposit, the total amount of the proposed **Rent to Owner** for the housing unit, the complete address and who pays what utilities. SPHA must review the lease prior to executing the HAP contract with you.

## Lease Addendum

If your lease does not include all of the HUD requirements, the HUD **lease addendum** will be attached to it.

### Important Information about the Lease Agreement

- The lease agreement must comply with state and local laws.
- If the owner's lease does not contain HUD specified language, a **lease addendum** must be added to the lease. The lease addendum identifies lease provisions prohibited by HUD.
- The Housing Assistance Payment Contract (HAP) between SPHA and the owner begins on the first day of the term of the lease and ends on the last day of the term of the lease.
- The initial term of the lease must be for at least one year.
- The lease must specify what utilities and appliances are to be supplied by the owner and what utilities and appliances are to be supplied by the family.
- The lease may not be revised unless any lease revision has been approved in writing by SPHA.
- Renewal terms must be included in the lease.

The lease must specify all of the following:

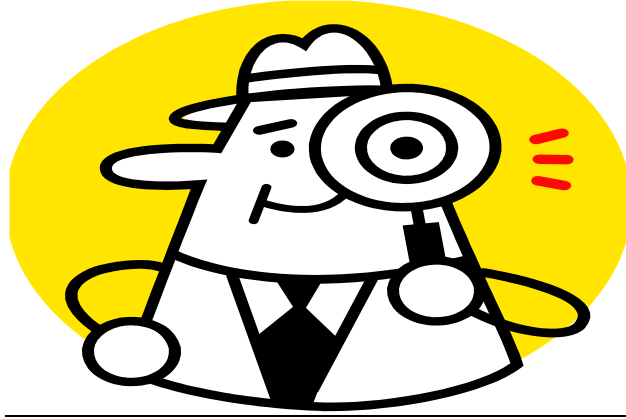
- Name of the landlord
- Name of the tenant
- Unit address
- Term of the lease
- Amount of the monthly rent to landlord
- Utilities and appliance to be supplied by the landlord
- Utilities and appliance to be supplied by the tenant
- Amount of the security deposit
- Renewal terms

### 3. SPHA Approves Unit

After SPHA has received and reviewed the **Request for Tenancy Approval**, the landlord and the tenant will be notified of the date and time of the Housing Quality Inspection. The landlord or a representative should be present at time of inspection.

If the unit passes the initial inspection and the rent is reasonable, SPHA will prepare the necessary paperwork and tenant assistance will begin. If the unit does not pass the initial inspection, you will be given a reasonable amount of time to correct any items that failed.

## Inspections



### Key Points

- ✓ All dwelling units **must** pass an **INSPECTION** prior to occupancy and annually thereafter, conducted by a HUD certified inspector.
- ✓ All properties inspected must comply with the Minimum Housing Standards set for the City of St. Petersburg and specific HUD Section 8 requirements.
- ✓ Cited deficiencies **must** be repaired and inspected within **30** calendar days to avoid abatement; Waiver provided with receipts, photos, & tenant approval
- ✓ Emergency items must be repaired and re-inspected within 24 hours
- ✓ Reinstatement fee of \$50 is assessed for a 3<sup>rd</sup> inspection.

# Housing Quality Standards (HQS)

Before SPHA can make payments to a landlord on behalf of a tenant family, the unit must meet HUD's **Housing Quality Standards** (HQS). These standards have been implemented by HUD nationwide to ensure that all assisted units meet health and safety standards.

## Prepare the Unit for Inspection

Review the information on Housing Quality Standards as you evaluate your rental unit. Correct any HQS violations before the inspection. At the time of the inspection the unit should be in "move-in" condition and all utilities must be on. This will prevent delay of the family's rental assistance. If the family is already in the unit, it is a good idea to go over the checklist with them to ensure the unit will meet the requirements.

## Participate in the Inspection

You will be given a date and time of the unit inspection. Take this opportunity to meet the inspector and discuss the various aspects of the inspection. This will enable you to learn more about HQS so that you will know how to prepare for other inspections. Once you go through an inspection, you will have a clearer view as to what the inspector is looking for. Once the unit passes inspection and the HAP Contract is initiated, the unit will be re-inspected at least annually for as long as the Housing Assistance Payment Contract is in effect. This first inspection will help you prepare for all inspections following. If you have ever had to have a housing inspection to get a mortgage, the HQS items are similar.

## Make Repairs Promptly

If the housing unit does not pass the initial inspection, you will be notified in writing of any deficiencies and given a reasonable time period to make the repairs. When the repairs are complete SPHA will re-inspect the unit. SPHA is not responsible for any payments until the unit passes inspection and the family has taken occupancy. If the family moves into the unit prior to the unit passing inspection, the family is responsible for the full amount of the monthly rent.

We will conduct Annual Unit Inspections in which you and the tenant will be given written notice of the date and time.



## Areas Inspected - HQS Checklist

There are ten areas that must be reviewed for HQS compliance:

- Living Room
- Kitchen
- Bathroom
- Other Rooms Used for Living
- Secondary Rooms (Not Used for Living)
- Building Exterior
- Heating and Plumbing
- General Health and Safety
- Storage building
- Garage
- All areas covered by Lease

### Ratings

There are two ratings for the conditions noted by the Inspector. The ratings are Pass and Fail.

Pass means the condition meets the HQS requirement.

An item marked “Fail” on the inspection means that the condition does not meet the minimum requirement and must be brought up to the HQS standard prior to the tenant receiving rental assistance in the unit. All fail items must be corrected and verified prior to the start of the Housing Assistance Payments Contract.

### HQS Checklist

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

#### UNIT

##### Living Room

- Is there a living room?
- Are there at least two working outlets or one working outlet and one working light fixture?
- Does the room have any electrical hazards?
- Are all windows and doors that are accessible from the outside lockable?

- Is there at least one window and are all windows free of signs of severe deterioration or missing or broken windowpanes?
- Are the walls, ceilings and floors in good condition and free from hazardous defects?
- Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and non-intact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6, lead-free or adequately treated?

## **Kitchen**

- Is there a kitchen?
- Is there at least one working outlet and one working, permanently installed light fixture?
- Does the kitchen have any electrical hazards?
- Are the windows and doors that are accessible from the outside lockable?
- Are all windows free of signs of deterioration or missing or broken windowpanes?
- Are the walls, ceilings and floors in good condition and free from hazardous defects?
- Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?
- Is there a kitchen sink that works with hot and cold running water?
- Is there space to store, prepare and serve food?
- Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and non-intact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6, lead-free or adequately treated?
- Is there a working oven and a stove (or range) with top burners that work? If no oven and stove (or range) are present, is there a microwave oven and if microwave is owner supplied, do other tenants have microwaves instead of an oven and stove (or range)?

## **Bathroom**

- Is there a bathroom?
- Is there at least one permanently installed light fixture?
- Does the bathroom have any electrical hazards?
- Are all windows and doors that are accessible from the outside lockable?
- Are all windows free of signs of deterioration or missing or broken out panes?
- Are the walls, ceilings and floors in good condition and free from hazardous defects?
- Is there a working toilet in the unit for the exclusive private use of the tenant?

- Is there a working, permanently installed wash basin with hot and cold running water in the unit?
- Is there a working tub or shower with hot and cold running water in the unit?
- Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, is the intact and non-intact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6, lead-free or adequately treated?
- Are the windows that may be opened or a working vent system?

## **Other Rooms Used for Living and Halls**

- If used as a bedroom, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If not used as a room for sleeping is there a means of illumination?
- Does the room have any electrical hazards?
- Are all windows and doors that are accessible from the outside lockable?
- If used as a bedroom is there at least one window? Are all windows free of signs of severe deterioration or missing or broken-out panes?
- Are walls, ceilings and floors in good condition and free from hazardous defects?
- Are painted surfaces free of defective paint or adequately treated? If there is a child under 6 with an elevated blood lead level, are the intact and non-intact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6, lead-free or adequately treated?
- Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of Fire Administration Authorization Act of 1992?
- In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?

All Secondary Rooms (rooms not used for living – for example: laundry room)

- Are all windows and doors that are accessible from the outside lockable?
- Do these rooms have any electrical hazards?

## **Building Exterior**

- Is the foundation sound and free from hazards?
- Are all the exterior stairs, rails, and porches sound and free from hazards?
- Are the roof, gutters, and downspouts sound and free from hazards?
- Are exterior surfaces sound and free from hazards?
- Is the chimney sound and free from hazards?

- If the building was build prior to 1978 (Ex: doors, porch floors, porch ceilings, stairs, decks, window sills and railings). Are painted surfaces which are up to 5 feet from the ground or floor and readily accessible to children free of defective paint? If there is a child under 6 with elevated blood lead level, are the intact and non-intact paint on protruding chewable surfaces which are up to 5 feet from the ground or floor and readily accessible to children under 6, lead-free or adequately treated?
- If the unit is a manufactured home, is it properly placed and tied down?

### ***Heating and Plumbing***

- Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?
- Is the unit free from unvented fuel burning space heaters or any other types of unsafe heating conditions?
- Does the unit have adequate ventilation and cooling by means of windows that can be opened or a working cooling system?
- Is the hot water heater located, equipped and installed in a safe manner?
- Is the unit served by an approval public and or private sanitary water supply?
- Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?
- Is plumbing connected to an approved public or private disposal system and is it free from sewer back up?

### ***General Health and Safety***

- Can the unit be entered without having to go through another unit?
- Is there an alternative fire exit from this building that is not blocked and meets local or state regulations as an acceptable exit?
- Is the unit free from rats or severe infestation by mice or vermin?
- Is the unit free from heavy accumulation of garbage or debris inside and outside?
- Are there adequate covered facilities for temporary storage and disposal of food wastes and are they approvable by a local agency?
- Are interior stairs and common halls free from hazards to the occupant because of loose, broken, or missing steps on stairways; absent or insecure railings; inadequate lighting; or other hazards?
- If local practice requires it, do all elevators have a current inspection certificate? If local practice does not require it, are all elevators working and safe?



- Is the unit free from abnormally high levels of air pollution from vehicular exhaust? Are the site and immediate neighborhood free from conditions, which would seriously and continuously endanger the health and safety of the residents?

### ***Other Requirement***

- Are tenant-supplied utilities separately metered?

### **Most Common Fail Conditions**

- Smoke detectors that do not work or do not work properly
- Missing or cracked electrical outlet cover plates
- Railings not present where required
- Peeling exterior and interior paint
- Tripping hazards caused by permanently installed floor coverings (carpets/vinyl)
- Cracked or broken window panes
- Inoperable burners on stoves or inoperable range hoods
- Missing burner control knobs
- Inoperable bathroom fan or no ventilation
- Leaking faucets or plumbing
- No temperature/pressure relief valve on water heaters

## **4. Rent Determinations**

### **Rent Reasonableness**

At the time of the inspection, SPHA will also be evaluating the *rent reasonableness* of the housing unit. The Rent Reasonableness is conducted by an independent company, GoSeciton8. The proposed rent will be compared to the rent for other units in the market of similar size, features, and amenities.

## **Disapproval of Owners by SPHA**

SPHA is not permitted to approve a unit if:

- SPHA has been notified by HUD that the owner has been debarred, suspended or subject to a limited denial of participation by HUD.
- The government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other equal opportunity requirements.

SPHA also has discretion to disapprove an owner for any of the following:

- The owner has violated obligations under a housing assistance payment contract.
- The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any HUD program.
- The owner has engaged in drug trafficking.
- The owner has a history or practice of non-compliance with the Housing Quality Standards for units leased under the program.
- The owner has a history or practice of renting units that fail to meet State or local housing codes.
- The owner has not paid State or local real estate taxes, fines, or assessments.

**NOTE:** The term owner includes a principal or other interested party with relationship to the rental unit.



## 5. Housing Assistance Payment to Owner

SPHA will begin making payments to you after the unit has been approved and the Housing Assistance Payments Contract has been signed. SPHA will direct deposit the payment on or before the 5th day of each month. SPHA will continue to make payment as long as:

- The unit meets Housing Quality Standards
- The tenant is eligible for assistance
- The tenant resides in the unit
- The landlord/owner is in compliance with the Contract

### **Family Payment to Owner**

The family is responsible for paying the differences between the Housing Authority's payment amount and the total contract rent for the unit. It is the responsibility of the owner to collect any portion of the rent that is payable by the family. It is the owner's responsibility to advise SPHA of any Section 8 family who is not paying their portion of the rent when due.



## **Annual HUD-required activities**

1. Recertification of the family income and household composition
2. Inspection of the housing unit
3. Annual adjustments to contract rents if requested

### **1. Recertification of the family**

SPHA is required to recertify the family at least annually. The family is required to furnish information to SPHA pertaining to total family income, allowable deductions from income, and family composition. If the family's income has increased or decreased, it will change the amount of the family's payment to the owner. This affects the portion of the contract rent that is paid by the family, but it does not affect the total amount received by the owner from both SPHA and the family.

#### **Change in payments**

SPHA will provide advance written notice to the family and to the owner if the family's portion of the rent changes.

On occasion, a family fails to cooperate in the recertification process, and it results in a loss of their rental assistance. SPHA will notify the owner if the family's rental assistance is being terminated. The Housing Assistance Payment will cease 30 days following the month in which notice of termination of assistance is provided to the owner. If assistance is terminated, the family is responsible for the full rent amount.

### **2. Annual inspection of the unit**

Every unit must be inspected by SPHA at least once a year or at other times as needed to determine if the unit meets HQS. SPHA will provide advance written notice to the owner and family of the date and time of the annual inspection. Written notice will also be given of the results of the inspection.

If the unit does not pass inspection, a reasonable time period will be given to make repairs. The family is responsible for any repairs that are the result of the damage caused by the family beyond normal wear and tear. The family is also responsible for the operation of tenant-supplied appliances and the payment of the tenant-supplied utilities.

## **Abatement of Payments**

According to the HAP Contract, the owner is responsible for ensuring that the unit meets the Housing Quality Standards during the entire term of the HAP Contract. At any time it is determined that the unit does not meet Housing Quality Standards, SPHA will notify you in writing and provide a reasonable time period to make repairs. If the repairs are not made within that time period, SPHA is required to abate payments. If a payment is abated, the tenant is still responsible only for their share of the rent. Therefore, it is very important that you be aware of the condition of your rental units and make repairs as soon as they are needed.

### **3. Voucher Program Rent Increases**

After the first year of the lease, the owner may increase the rent with a **60 day notice** given to the family and SPHA. The proposed increase must be reasonable and approved by SPHA in writing.

## **Family Obligations to the Owner**

The family obligations to the owners are contained in the lease agreement. Families are obligated to pay the rent on time and to take care of the housing unit. Make sure that as a part of your tenant selection process, you review the lease agreement with the family carefully. The family is required to pay its portion of the rent to the owner on time, in accordance with the terms of the lease. Generally, the owner is required to make repairs and provide routine maintenance. However a housing unit may fail to meet HQS due to items that are the family's responsibility, such as:

- Utilities

The family is required to keep all utilities in service for which they are responsible to provide. If utilities that the family is required to provide (such as electricity, gas or water) are not kept in service, the unit will not meet HQS. The family will be given a short period of time to get the utilities back into service.

- Appliances

The family is required to supply and maintain any appliances that are not provided by the owner (such as stove or refrigerator).

- Damages

The family is responsible for damages to the unit and premises (beyond normal wear and tear) that are caused by any member or guest. If the family does not fulfill its obligations for the correction of tenant caused damages in accordance with the lease, their assistance may be terminated.

### **Family Obligations to SPHA**

Families who participate in the Section 8 Program are required to comply with certain “Family Obligations.” These Family Obligations are required by HUD regulations and they are listed on the housing voucher. The list of Family Obligations is:

- The family must allow SPHA to inspect the unit at reasonable times and after reasonable notice.
- The family is responsible for certain HQS violations caused by the family.
- The family must supply any information that SPHA or HUD determines is necessary for administration of the program and to certify or recertify a family. This includes evidence of citizenship or eligible immigration status. It also includes information about family income and household members.
- Any information provided by the family must be true and complete.
- The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information.
- The family must use the assisted unit for residence by the family and as the family’s only residence.
- The members of the family must be approved by SPHA. The family must promptly inform SPHA of the birth, adoption or court-awarded custody of a child. The family must request SPHA approval to add any other family members as an occupant of the unit.
- The family must immediately notify SPHA if a family member no longer resides in the unit.
- A foster child or live-in aide may reside in the unit with SPHA approval.

- The family may not commit any serious or repeated violation of the lease.
- The family must notify SPHA and the owner before the family moves out of the unit, or terminates the lease on notice to the owner.
- The family must promptly give SPHA a copy of any owner eviction notice.
- The family may not sublease the unit or portions of the unit.
- The family must not assign the lease or transfer the unit.
- The family must supply any information or certification requested by SPHA to verify that the family is living in the unit or relating to family absences. The family must immediately notify SPHA of any absence from the unit for an extended amount of time.
- Family members may engage in legal profitability activities in the unit, but only if such activities are incidental to the primary use of the unit as the family's residence. The owner's lease may contain additional restrictions.
- The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.
- The family must not own or have any interest in the unit.
- An assisted family, or family members, may not receive Section 8 assistance while receiving another housing subsidy for the same unit or a different unit under any duplicative Federal, State or local housing assistance program.
- The members of the family may not engage in drug-related criminal activity or any violent crime activity.
- Since many of these **family obligations** involve the owner, communication between SPHA and the owner is vital to the success of the program. For example, if the owner intends to evict the family for serious or repeated violations of the lease, the owner's notice must be clear and complete so that SPHA can determine whether a **family obligation** was violated.



## **Owner's Obligations to the Family**

### Reasonable Modification of the Unit

Owners cannot discriminate against families with disabilities and should be aware of their obligation to make **reasonable modification** to the unit for such families, at the family's expense, as required for all persons with disabilities under the Fair Housing Act for the private rental market. Notify SPHA if you have, or know of an owner who has, units accessible to persons with disabilities.

### *Non-discrimination*

All rental property owners are subject to federal and local laws that prohibit discrimination in housing against persons due to their sex, age, ethnicity, race, color, familial status, because they have children, or because of a disability.

Violation of Fair Housing and non-discrimination laws will result in denial or termination of participation in the Section 8 Program and could result in civil penalties.

It is in your best interest to utilize the same methods of screening and selection for all renters and to keep complete documentation. At your request, SPHA will furnish you with additional information pertaining to Fair Housing requirements.

## **Owner's Obligations to SPHA**



## Program Integrity

Most owners who participate in the program comply with the programs rules and the HAP Contract, but occasionally some do not. It is a difficult situation when an owner violates the rules and becomes subject to administrative or other more severe sanctions. SPHA's goal is to prevent any embarrassment or expense, which may result from owner violations, by making sure that the program rules are understood. That is why we are listing the most common violations below.

### **Most Common Owner Violations**

- **Failing to maintain the unit**

The owner is responsible for normal maintenance and upkeep of the unit. The HAP Contract requires the owner to ensure that the unit is in compliance with HQS Standards at all times. Make sure that repairs, which are the responsibility of the owner, are made in a timely manner.

- **Accepting payments for a vacant unit**

If a family moves in violation of the lease, the owner must notify SPHA at once.

- **Demanding or accepting side payments**

SPHA determines the amount of rent to be paid by the family for rent. The owner must notify SPHA of any additional payments or agreements.

### **Contract Terminations**

#### **Contract and Lease tied together**

The HAP contract is a contract between the owner and SPHA. It runs concurrently with the lease and it terminates automatically when the lease terminates. Another example of when a HAP contract may end is when a family's income increases to the point that HAP payment to the owner is no longer necessary. The HAP contract terminates automatically 180 calendar days after the last assistance payment is made to the owner.

#### **Breach of Contract**

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

- Owner violates any obligation of the HAP contract, including HQS.
- Owner violates any obligation under any other HAP Contract
- Owner has committed fraud, bribery or any other corrupt or criminal act involving a federal housing program.
- Owner has committed fraud, bribery or other corrupt or criminal act in connection with mortgages insured or loans made by HUD.

### **Change of Ownership**

As a provision of the HAP contract, the owner may not assign the HAP contract to a new owner without the prior written consent of SPHA. Therefore, it is necessary to notify SPHA if you put the property on the market for sale. Your SPHA representative will provide you with a form to complete if the ownership or management of a property changes. Be prepared to provide SPHA with all related information requested to document the change.

### **Terminations**

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

The family may terminate tenancy after the first year of the lease. Terminations during the first year are not allowed. The family must give the owner and SPHA notice of termination of tenancy in accordance with the lease prior to moving from the unit. The owner's lease may not require more than 60 calendar days notice for the family after the first term of the lease.

#### **Termination of Tenancy by Owner**

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

- Serious or repeated violations of terms and condition of the lease
- Violations of Federal, State, or Local Law which directly relates to the use or occupancy of the unit or premises.
- Other good cause. Other good cause may include the following:
  - Failure by the family to accept a new lease or revision to lease.
  - Family history of disturbance of neighbors, destruction of property.
  - Housekeeping habits resulting in damage to the unit or premises
  - The desire of the owner to use the unit for personal or family use.
  - The desire of the owner to use the unit for purposes other than residential.
  - Business or economic reasons such as sale of property, renovation of unit or the desire to lease the unit at a higher rental.

The owner may not terminate for "good cause" during the first year of the lease, unless an order of eviction has been obtained. At the end of the initial term or at the end of any successive definite term, the owner may terminate the lease without cause.

## **Criminal Activity**

Cause for termination of tenancy includes any illegal activity that threatens the safety or right to enjoyment of the premises by other residents or persons residing in the immediate vicinity of the premises and any drug-related criminal activity on or off the premises.



## **Owner Notice to Terminate Tenancy**

The owner must give the tenant written notice of grounds of termination of tenancy at or before the commencement of the eviction action. The notice may be included or combined with any owner eviction notice to the family. The owner must give SPHA a copy of any owner eviction notice given to the family. The owner may evict the tenant only by instituting a court action.

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

If SPHA terminates program assistance for the family, the HAP contract terminates automatically. SPHA will always provide the owner with advance written notice of termination of assistance. Rental assistance can be terminated for violating any of the family obligations under the program as well as for serious and repeated violations of the lease.

LEAD-BASED  
PAINT  
REGULATIONS

HOW DO THEY IMPACT THE SECTION 8 PROGRAM?

NEW LEAD-BASED PAINT REGULATIONS 24 CFR 35  
EFFECTIVE 9/15/2000

Purpose of the Regulation

- Protect young children from lead-based paint hazards in housing that is financially assisted by the federal government.
- Limit liability of Housing Authority and Owner

Lead is particularly hazardous to children under six

- Damage to brain and nervous system
- Learning and behavioral problems
- Slow growth

**Also Dangerous**

- To pregnant women
- Workers

**\*\*\*\*\*LEAD POISONING OFTEN HAS NO SYMPTOMS\*\*\*\*\***

**How people are poisoned**

- Swallowing dust, soil, and paint chips
- Breathing dust and fumes

## **SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

When LBP requirements apply in the HCV Program:

- Units built before 1/1/1978
- And
- Occupied by children under age six or pregnant women

### **Exempt Units**

- 0 bedroom units
- elderly/handicapped unit where children are not expected to live
- units certified free of lead
- units built after 12/31/1977
- maintenance that does not disturb paint

Where requirements apply in the HCV Program:

- All painted surfaces
- Unit interior
- Unit exterior
- Common areas
- Bare soil in common areas

Section 8 Program Requirements:

Owners must provide notification & Disclosure

- Occupants must receive the HUD/EPA/CPSC pamphlet “Protect your Family from Lead in Your Home”.
- Occupant must receive a disclosure form noting the presence of LBP.
- Occupant must receive notice of Hazard Reduction and Clearance Reports

Owners must provide relocation according to Uniform Relocation Act if contamination during corrective actions could occur. Relocation will occur at owner’s expense.

Visual assessment for deteriorated paint

- A trained HQS Inspector must visually inspect all painted interior, exterior surfaces, common area of the rental property, and bare soil in common areas to identify deteriorated paint.
- If the visual inspection has identified a deteriorated area, the Housing Authority must notify the owner of the inspection results.
- Housing Authority will instruct the owner to conduct paint stabilization.
- Tenants will also be provided notification postcards to report deteriorated paint during their tenancy.

## Stabilize deteriorated paint surfaces

- Paint stabilization is the treatment of paint surfaces that are cracking, scaling, chipping, peeling or loose.

Individuals performing stabilization must be trained in accordance with OSHA's hazard communication regulations and one of the following:

- Work is supervised by a certified abatement supervisor
- Successful completion of an accredited abatement supervisor course
- Successful completion of an accredited LBP abatement worker course
- Successful completion of the LBP maintenance training program
- Successful completion of the remodeler's and renovator's LBP training program
- Successful completion of an equivalent course approved by HUD or EPA.

Paint stabilization must occur:

- Before approval of tenancy (new unit)
- Within 30 days of notification (currently assisted unit)
- Failure constitutes an HQS violation and HAP will be terminated

Paint stabilization involves:

- Removal of loose paint
- Repair of physical defects in substrate
- Application of new coat of paint
- Safe work practices and clearance
- Except for minimum levels
  1. Areas less than 20 sq/ft on exterior surfaces
  2. 2 sq/ft on interior surfaces
  3. 10% of small component, such as a window or door

Owner Option: Test Paint First

- Use certified paint inspector or risk assessor
- Paint stabilization not required if not lead-based paint
- Provide copy of certification to Housing Authority

Safe Work Practices include using acceptable surface preparation methods

- Wet scraping and sanding
- Power sanding with HEPA filtered local exhaust attachment
- Dry sanding & scraping in limited areas such as electrical outlets

Occupant Protection

- Occupants not permitted in work area
- Relocation may be required during treatment

## Worksite preparation

- Cover floors with durable plastic
- Cover or move occupant belongings

## Clean-up

- Use wet cleaning & detergent
- HEPA vacuum

## Clearance

- Consists of visual examination of unit and common areas, dust wipe sampling and laboratory analysis of dust sample
- Performed after paint stabilization and clean-up are complete
- Unit must meet clearance standards
- Clearance examiner must be certified risk assessor, lead-based paint inspector, or clearance technician
- Clearance examiner must be independent from the individual or entity that conducted the paint stabilization, unless the owner uses in-house employees to conduct clearance who are certified lead-based pain inspectors or risk assessors.
- Clearance report is prepared within 15 calendar days of completion of lead hazard reduction activities.
- All surfaces that fail the clearance examination must be re-cleaned & retested until the area passes clearance. The initial clearance test will be paid/reimbursed by the Housing Authority and all subsequent tests paid by the owner.
- Owner must provide a notice of hazard reduction to the resident describing the results of the clearance examination.

## Section 8 ongoing maintenance

- Periodic visual assessment/inspections
- Paint stabilization & correction of failed hazard reduction systems
- Bare soil treatment
- Safe work, work site preparation, clearance examination
- Written notice to occupants

## Available Resources

- National Lead Information Center at 1-800-424-LEAD for a list of accredited trainers and other information
- National Environmental Training Association, 3020 East Camelback Phoenix, AZ 85016 (for EPA & HUD) Phone (602)956-6609
- HUD Office of Lead Hazard Control at [www.hud.gov/lea](http://www.hud.gov/lea), (202)755-1785 ext. 104, or [lead\\_regulations @hud.gov](mailto:lead_regulations@hud.gov).

**IF NO DETERIORATED PAINT IS PRESENT IN THE UNIT,  
THE RULE IS NOT TRIGGERED**

ACTIVITY	RESPONSIBLE PARTY
Visual Assessment at initial & periodic inspections	Housing Authority
Paint Stabilization	Owner
Clearance	Owner responsible for obtaining clearance testing. If the unit fails the clearance test, the owner must have additional clearance tests performed at their expense
Notice of Assessment, Hazard Reduction, Clearance	Owner must provide reports to Housing Authority and Notices to tenants
Incorporation of ongoing lead-based paint maintenance into regular building operation	Owner must perform the ongoing lead-based paint maintenance. Tenants will be provided notification to alert owner/Housing Authority of deteriorated paint during their tenancy.



## A Final Note

Information and Cooperation are two key ingredients to developing a rewarding relationship with the Housing Authority and a family that is leasing your rental unit. With your cooperation, many families are able to find decent, safe and sanitary units to call home.



## How to List Your Unit(s) for Rent

You can list your properties in local Rental Guide Books and on the GOSECTION8.COM website. GoSection8 has free services available such as Unlimited Listings, Listing Multiplier and a Dedicated Support Team.

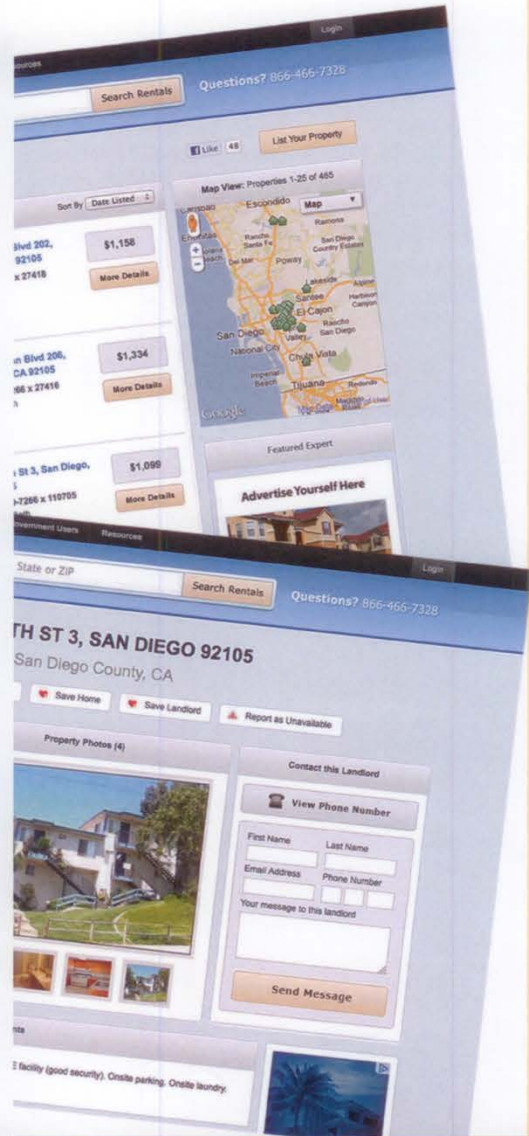
For additional information on GoSection8.com you can call (866) 466-7328 or email [landlordsupport@gosection8.com](mailto:landlordsupport@gosection8.com).



# Fill Your Vacancies Faster than Ever!

www.GoSection8.com

GoSection8 is the largest rental listing service for the Section 8 housing program. We provide landlords with a free section 8 compliant listing service for their units and connect them with prospective tenants!



## GoSection8 Free Services

### Unlimited Listings

There is no limit to the number of properties you can list including photos, however, all free listings require reactivation every 30 days.

### Vacancies Appear On Housing Authority "Printed Lists"

We syndicate listings to local participating housing authorities where your vacancies are published according to the HA's policies and terms.

### Listing Multiplier

With our listing multiplier, we distribute your properties to over 15 rental websites. This gives you more visibility, more leads and faster lease-up!

### Dedicated Support Team

We have a highly trained Support Team on site to assist you Monday through Friday from 9:00am to 8:00pm Eastern.

## GoSection8 Premium Services

### Search Thousands of Tenant Leads

Our "Prospective Tenants" feature allows you to access our database of tenants that are actively looking for housing. Match your property with a tenant's needs and then contact them directly!

**Get Started Today at  
[www.GoSection8.com!](http://www.GoSection8.com)**

 **GoSection8.com**

**Phone: 866 466 7328**  
Email: [landlordsupport@gosection8.com](mailto:landlordsupport@gosection8.com)

Request for Tenancy Approval

Voucher

Housing Assistance Payments (HAP) Contract

Contract Amendment & Lease Agreement

Lead-Based Paint Disclosure

HQS Form

2001 Gandy Blvd. North, St. Petersburg, FL 33702

Phone: (727) 323-3171 • Fax: (727) 328-6699 • TDD: 1 (800) 955-8770 • TTY: 1 (800) 955-8771

**Admission:** The effective date of the first HAP contract for a family (first day of initial lease term). The point at which a family becomes a participant.

**Annual Income:** The anticipated total annual income of an eligible family from all sources for the 12 month period following the date of determination of income.

**Annual Adjustment Factor:** (AAF) The factor (provided by HUD) that determines the maximum amount of rent increase in the certificate program.

**Adjusted Income:** Annual Income less allowable HUD deductions and expense.

**Applicant:** A family that has applied for admission to the program, but is not yet a participant in the program.

**Assisted:** Participant of the Section 8 Program. SPHA is making rental assistance payments on their behalf to an owner or landlord.

**Contract Rent:** The amount of rent that SPHA authorizes an owner to collect for a unit occupied by a family receiving assistance. The rent may be paid by the tenant, SPHA or both.

**Drug-Related Criminal Activity:** Drug trafficking, illegal use or possession for personal use of a controlled substance as defined in section 102 of the Controlled Substance Act.

**Drug Trafficking:** The illegal manufacture, sale, or distribution or the possession with intent to manufacture, sell or distribute a controlled substance.

**Fair Market Rent:** The rent limit published in the Federal Register for Section 8 Rental Assistance, which includes utilities (except telephone) and ranges and refrigerators. It is used as a standard to obtain privately owned, existing, decent, safe and sanitary rental housing of a non-luxury nature with suitable amenities. Separate FMRs are established for units of varying sizes (number of bedrooms) and types. In the voucher program it is used as a cap for the Payment Standards.

**Family Self Sufficiency Program:** (FSS) A program developed by SPHA to promote the self-sufficiency of assisted families, includes the provision of supportive services.

**Gross Family Contribution:** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**Gross Rent:** The sum of the Contract Rent and utility allowance. If there is no tenant paid utilities, the Contract Rent equals the Gross Rent.

**HAP Contract:** See Housing Assistance Payment Contract.

**Head of Household:** The person who assumes legal and financial responsibility for the household and is listed on the application as head.

**Housing Authority (HA) / Public Housing Agency:** Any state, county, municipality, or other government entity or public body, which is authorized to engage in or assist in the development or operation of housing for low-income families.

**Housing Assistance Payment:** The amount SPHA pays the owner for a unit occupied by a Section 8 tenant. It is the contract rent for the unit minus the tenant rent.

**Housing Assistance Payment Contract:** A written contract between SPHA and the owner for the purpose of providing housing assistance payment to the owner on behalf of an eligible family. It defines the owner and SPHA responsibilities, and is referred to as the HAP contract.

**Housing Quality Standard:** The HUD minimum quality standards for housing assisted under the Section 8 programs.

**HUD:** The Department of Housing and Urban Development or its designee.

**Landlord:** Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

**Lease:** A written agreement between an owner and an eligible family for the leasing of a housing unit.

**Monthly Adjusted Income:** One-twelfth of the Annual Income after Allowances.

**Monthly Income:** One-twelfth of the Annual Income.

**Owner:** Any person or entity with the legal right to lease or sublease a unit to a participant.

**Participant:** A family that has been admitted to the Voucher Program and is currently assisted in the program.

**Payment Standard:** In the voucher program, an amount used by SPHA to calculate the housing assistance payment for a family. Each payment standard amount is based on the FMR. SPHA adopts a payment standard for each bedroom size and for each FMR rent area in the HA jurisdiction.

**Portability:** Renting a dwelling unit with Section 8 assistance outside the jurisdiction of the Initial HA.

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

**Recertification:** Sometimes called Reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if the family reports no interim changes.

**Reasonable Rent (Rent Reasonableness):** A rent to owner that is not more than either:

- The rent charged for comparable units in the private unassisted market, or
- The rent charged by the owner for a comparable unassisted unit in the building or premises.

**Reasonable modification:** The fair housing requirement that allows persons with disabilities to make adjustments to their rental units at their own expense.

**Rent to Owner:** The monthly rent payable to the owner under the lease. Rent to owner includes payment for any services, maintenance and utilities to be provided by the owner in accordance with the lease. (Referred to as a Contract Rent.)

**Request for Tenancy Approval (RTA):** A HUD-required form that indicates to SPHA that an owner is interested in renting to a Voucher holder. The RTA includes important owner and unit information that SPHA needs to determine whether the tenant can be assisted in that particular unit.

**Security Deposit:** A dollar amount, which can be collected from the family by the owner to be used for amounts owed under the lease according to State/local law.

**Single Person:** A person living alone or intending to live alone.

**Subsidy Standards:** Standards established by SPHA to determine the appropriate number of bedroom and amount of subsidy for families of different sizes and composition.

**Tenant:** The person or persons who executes the lease as lessee of the dwelling unit.

**Tenant Rent:** The amount payable monthly by the family as rent to the owner.

**Unit/Housing Unit:** Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit.

**Utility Allowance:** SPHA's estimate of average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

**Violent Criminal Activity:** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**Voucher (Rental Voucher):** A document issued by SPHA to a family selected for admission to the voucher program. The voucher describes the program and the procedures for SPHA approval of a unit selected by the family.