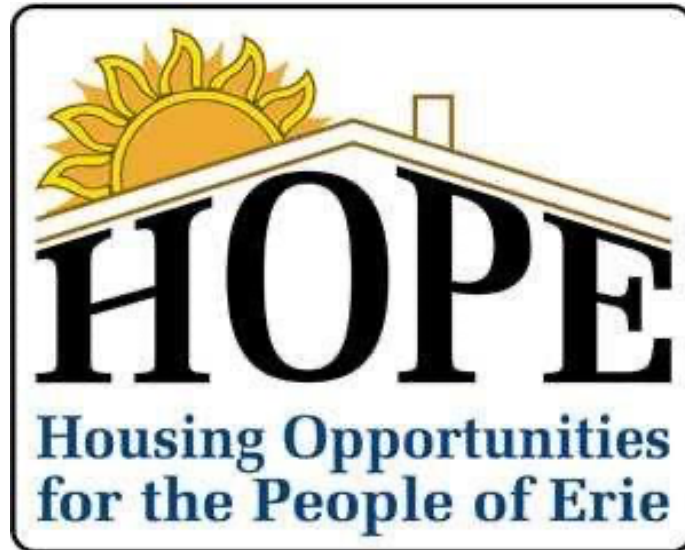


HOUSING AUTHORITY OF THE CITY OF ERIE



PROPERTY OWNER GUIDEBOOK HOUSING CHOICE VOUCHER (HCV) PROGRAM

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WITH THE LEGAL RIGHT TO LEASE OR SUBLEASE A UNIT TO A PARTICIPANT

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SECTION I

OVERVIEW OF THE SECTION 8 HOUSING CHOICE VOUCHER (HCV) PROGRAM

What is the Section 8 Housing Choice Voucher Program?

The Housing Authority of the City of Erie (HACE) Housing Choice Voucher Program is a federally funded rental assistance payment program which allows income-eligible families to rent housing in the private market. Eligible families who receive a Housing Choice Voucher from HACE will pay approximately 30% of their monthly adjusted income for rent and utilities, and HACE will pay the balance of the monthly rent directly to the owner in accordance with U.S. Department of Housing and Urban Development program regulations.

Why is this program beneficial to owners with private market rentals?

If you choose to participate in the HCV program, you will:

- ❑ Receive direct deposit payments from HACE on the first working day of each month for the monthly Housing Assistance Payment (HAP)
- ❑ Receive an initial and biennial inspection of the rental unit by a qualified housing inspector designed to help you identify and correct any deficiencies
- ❑ Reduce advertising costs for your property - HACE can provide you with a steady stream of potential renters
- ❑ Provide housing opportunities to low-income families in the City of Erie

What are the steps involved in renting my unit(s) through this program?

There are 11 steps involved in the HCV program process before HACE can provide a family with housing assistance. As an owner, you will not become involved in the process until Step 4.

- Step 1. Application for Rental Assistance
- Step 2. Eligibility Determination / Issuance of Housing Choice Voucher
- Step 3. Housing Search
- Step 4. Tenant Selection
- Step 5. Owner Approval
- Step 6. Request for Tenancy Approval and Amenities (RFTA)
- Step 7. Rent Reasonableness
- Step 8. HACE Review and Rent Negotiation
- Step 9. Housing Quality Standards (HQS) Inspection
- Step 10. Contract/Lease Execution
- Step 11. Contract Payments to Owner

Step 1 Application for Rental Assistance

A family applies to HACE for rental assistance and is placed on the waiting list. HACE will announce when the waitlist is open.

Step 2 Eligibility Determination / Issuance of Housing Choice Voucher

When HACE has Housing Choice Vouchers available, it will select families from the waiting list and determine their eligibility for the HCV Program according to HUD requirements. HACE will verify their income and family composition. If determined to be eligible, the family will be required to view our online “Briefing Session” where they will learn the program requirements and their responsibilities as a participant. The eligible applicant receives a Housing Choice Voucher and a list of available rental units.

Step 3 Housing Search

A family may wish to stay in their current rental unit if the owner is willing to participate in the program and the unit passes inspection, or the family may choose to search for a new unit. The family is given a specific amount of time, as indicated on their Housing Choice Voucher, to find a suitable unit that meets Housing Quality Standards (HQS) and meets the conditions of rent reasonableness.

Step 4 Tenant Selection

When a Housing Choice Voucher holder finds a suitable unit in good condition, and the owner is willing to participate in the program, the family will complete any application paperwork required by the owner. Screening and selection of your tenant remains the function of the owner.

Step 5 Owner Approval

To participate in the program, HACE will conduct a background check on the owner (manager/agent). The application, authorization and documents, must be completed and submitted to our office with the RFTA prior to scheduling an inspection. Refer to page 6, Section II, Owner Participation.

Step 6 Request for Tenancy Approval (RFTA)

If the applicant meets the owner's screening criteria, the applicant will provide you the Request for Tenancy Approval and Amenities form to be completed and submitted with a proposed lease that includes HUD's Tenancy Addendum.

The Housing Inspector will search the property records on the Erie County Assessment website to obtain owner information. If it is unavailable, the owner must provide verification of ownership of the requested unit.

Step 7 Rent Reasonableness

HACE will determine and document that the proposed rent is reasonable in comparison to rent for other comparable unassisted units. The following items will be used for Rent Reasonableness determination:

- Size (bedrooms per Housing Choice Voucher)
- Location
- Quality of Unit
- Age of Unit
- Unit Type (single family, duplex, townhouse, high rise, etc.)
- Maintenance/Property Upkeep
- Amenities (air conditioning, dishwasher, garage, etc.)

Step 8 HACE Review and Rent Negotiation

After the rent reasonableness analysis is determined, HACE will establish the acceptable rent for the unit size per Housing Choice Voucher and will calculate the percentage of participant payment due the owner. When a participant first moves into a property, they are limited to paying no more than 40% of their income for rent and utilities. This cap on the participant's portion of rent only applies when the gross rent of the unit is higher than the Payment Standard.

Step 9 Housing Quality Standards (HQS) Inspection

Upon receipt of the Request for Tenancy Approval, Amenities form and proposed lease, HACE will make the necessary arrangements for an inspection of the unit to ensure that the unit meets the HQS required by HUD. The unit inspection cannot be conducted if it is occupied by anyone other than the current Housing Choice Voucher holder. You will be notified in writing of any deficiencies and given thirty (30) days to complete the repairs. Please call the HCV Program Office to schedule an appointment for a re-inspection after repairs are completed.

Step 10 Housing Assistance Payments (HAP) Contract and Lease Execution

Once HACE has approved the unit for rental and has made the assistance payment calculation, the owner will execute a lease with the applicant. HACE will then execute the Housing Assistance Payments (HAP) Contract with the owner. New contracts executed during the month are prorated for the number of days remaining in the current month.

Step 11 Housing Assistance Payments (HAP)

After HACE executes the HAP Contract, the HAP from HACE to the owner will begin. The monthly HAP will be direct deposit. All owners are required to complete direct deposit forms.

Summary

- HACE selects eligible families to participate in the HCV Program from its waiting list.
- Eligible families receive a Housing Choice Voucher to search for housing that meets their needs and all program requirements.
- There are rent reasonableness limitations on HCV Program rents.
- The rent subsidy is limited to the bedroom size for which the family qualifies.
- The utility allowance is calculated for the bedroom size on the Housing Choice Voucher.
- Owners use their own criteria to select tenants.
- HACE ensures that units are decent, safe, and sanitary by conducting initial and biennial inspections of participating units. HUD's Housing Quality Standards (HQS) are used to ensure that units meet minimum property standards.
- Owners may collect a security deposit equal to one or two month's contract rent from the participant.
- HACE and the property owner sign a Housing Assistance Payments Contract that guarantees a Housing Assistance Payment to the owner on behalf of the participant.
- Owners will be notified three months prior to the participants Annual Recertification to submit a rent increase request. The owner must give their tenant a 60-day notice of any approved rental increase. The rental increase cannot occur during the first year of the lease, and any future rental increase proposed by the owner must meet HACE rent reasonableness standards.

SECTION II

OWNER PARTICIPATION

Any property owner who is interested in participating in the Housing Choice Voucher Program should contact the HCV Program Office and provide information on available units. A property listing is maintained by HACE staff and provided to Housing Choice Voucher holders at the time of their briefing to assist in their housing search. Property vacancies will remain on the list until the owner calls HACE to indicate that the unit has been rented. The unit will then be removed from the list until such time as the owner may call to re-list the property.

HACE suggests that owners become familiar with Federal, State, and local Fair Housing Laws, as well as PA tenant/landlord laws, to ensure that their screening criteria is not discriminatory. Fair Housing Laws state that owners must not discriminate based on race, color, familial status, religious creed, ancestry, age, sex, sexual orientation, gender identity, national origin, disability of the person, the use of guide or support animals because of the disability of the person, or because the person is a handler or trainer of support or guide animals.

HACE will make every effort to provide participating property owners with prompt, courteous, and knowledgeable service in order to maintain an adequate supply of housing throughout the City of Erie.

Under certain conditions, HACE is required to deny participation to an owner when:

- The owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24.
- The Federal government has instituted a judicial or administrative action against the owner for violation of the Fair Housing Act or other Federal Equal Opportunity requirements and that such action is pending.
- The owner has violated obligations under a Housing Assistance Payments Contract under Section 8 of the 1937 Housing Act.
- The owner has committed fraud, bribery, or any other corrupt act in connection with any Federal housing program.
- The owner has engaged in drug-related criminal activity, any violent criminal activity or is a registered sex offender.
- The owner has a balance owed to HACE.
- The owner is on HACE Trespass and Banning List.
- The owner has failed to pay or has failed to certify to the payment of county, city and school taxes, and municipal services.

Owners (managers/agents) will be required to complete an application and provide a copy of their Driver's License or State ID, current address, phone number(s) and email. Your Social Security or Taxpayer ID number for reporting purposes. Any change in address, direct deposit or ownership should promptly be reported to HACE to avoid a delay in the processing of the monthly HAP deposit.

SECTION III

LEASE UP PROCESS

Request for Tenancy Approval and Amenities Form

The Request for Tenancy Approval and Amenities form must be completed by the property owner and returned to HACE with a proposed lease for processing. This form provides basic information on the unit such as housing type, the proposed rent, utilities and appliances that will be furnished as part of the monthly rent.

Housing Quality Standards (HQS) Inspection

A HACE representative will inspect the unit to ensure that the property meets the minimum Housing Quality Standards.

Property owners are encouraged to be present at this HQS inspection. If the property does not pass the initial inspection, the inspector will provide the owner with a copy of the inspection report itemizing the repairs that must be made to the unit. The property owner will be given the opportunity to make the repairs necessary, and to contact HACE to schedule a re-inspection of the completed work items.

The unit must pass inspection before a HAP Contract can be executed. The only exception that may be granted is if exterior work is needed (such as painting), but cannot be completed within 30 days because of inclement weather. If an exception is granted by the HACE inspector, a signed agreement will specify a date for completion and re-inspection.

Housing Assistance Payments Contract, Lease, and Tenancy Addendum

The owner and family must submit the standard lease used by the owner that includes HUD's Tenancy Addendum. The terms and conditions of the lease must be consistent with State and local law.

The initial lease term must be for 1-year and including any renewal provisions. Program regulations do not allow the participant to move prior to the initial term date of the lease unless by mutual consent of the owner and their tenant.

An owner's lease should include information on the collection of a security deposit, and any installment terms agreed upon for payment of the security deposit. The lease must also specify which utilities and appliances, if any, are supplied by the owner and which are supplied by the family.

The owner and family may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by HACE. All separate written agreements must be executed by both the owner and participant, approved by HACE, and attached to the lease.

HUD's Tenancy Addendum, which outlines the participant and owner responsibilities, will be attached to the lease and the HAP Contract. The terms of the Tenancy Addendum are prescribed by HUD in accordance with Federal laws and regulations. In the case of a conflict between the provisions of the Tenancy Addendum and the provisions of the lease, the requirements of the Tenancy Addendum shall supersede.

Other Leases / Side Agreements for additional payments in rent, utilities, or other items normally included in the rent of unassisted and assisted families and any items not specified in the approved lease are STRICTLY PROHIBITED.

Payments

After the HAP Contract has been approved and signed by HACE Executive Director or designee, HACE will commence monthly rental assistance payments to the owner on behalf of the participant. These payments shall be made on the first working day of each calendar month, and shall be paid each month as long as the terms of the HAP Contract are still in effect. The participant shall be responsible for making their portion of the monthly rental payment directly to the owner.

SECTION IV

CONTINUAL PROGRAM REQUIREMENTS

Annual and Interim Recertifications

Participant families in the Housing Choice Voucher Program are required to submit updated information on their household composition, income, assets, and allowances on an annual basis and any changes occurring during the year to HACE. If there is a change in income, HACE will verify the change and calculate a new Total Tenant Payment (their rent) and Housing Assistance Payment and notify both the participant and owner of the effective date of the change. These changes will not affect the total amount of rent the owner is entitled to receive. For example, if the participant's income decreases, the portion of rent received by the owner from HACE will increase and the participant's portion will decrease.

Biennial Inspections

If the owner and participant wish to continue the lease beyond the initial term, a biennial HQS inspection must be conducted to determine that the unit still meets HQS. HACE will notify the owner and participant to schedule an inspection. Annual inspections will be at HACE's discretion.

If the unit does not pass inspection, the owner will be notified of the discrepancies and will have 24 hours (life threatening) and/or 30 days (non-life threatening), to make the necessary repairs.

All housing units must meet HQS requirements for the following:

Sanitary Facilities	Water supply
Food preparation and refuse disposal	Lead-based paint
Space and security	Access
Thermal environments	Site and neighborhood
Illumination and electricity	Sanitary conditions
Structure and materials	Smoke detectors
Interior air quality	CO2 monitors

Complaint Inspections

Owner, participant or the general public may notify our office of a specific HQS deficiency. HACE will notify the owner and participant to schedule an inspection. Any necessary repairs will follow the above biennial inspection procedures.

HACE does not conduct "walk through" or "move out" inspections.

Rent Abatement

If the repairs are not made within the allotted time, the HAP to owner will be abated until the repairs are made and HACE has re-inspected the unit. The participant should continue to make payments during this time period. The owner cannot hold the participant responsible for any payments not made by HACE.

Owners must realize that HACE will not make payment for any portion of the month during which the property deficiency remained in effect. If the repairs are not made within 30 days after rent abatement begins, HACE will terminate the HAP Contract with the owner.

If the inspector determines that the participant has failed to maintain the unit in a decent, safe, and sanitary manner and has caused some or all of the repairs to be necessary, the owner may:

- Make the necessary repairs and bill the participant for the work
- Require the participant to make the necessary repairs within the 30-day period
- Evict the participant

The owner will not have rent abated if the failure to maintain the unit is the fault of the participant. Should the deficiency not be corrected, HACE will issue a Notice of Termination to the participant, at which time the payment of the total monthly rent becomes the responsibility of the participant.

Rent Increase Request

Under the Housing Choice Voucher Program, the owner may not increase the rent during the first year of the lease. Thereafter, an increase may be requested upon notice (approx. 90 days prior) of the participants annual recertification. Instructions for rent increase requests and due date will be provided. The owner must give the participant a 60 day notice of the increase.

HACE will consider approval of the proposed rent increase only if it falls within the rent reasonableness determination. The unit must also remain in decent, safe, and sanitary condition, and the owner must be in compliance with all terms of the HAP Contract.

SECTION V

LEASE TERMINATIONS

Termination of Assistance by HACE

HACE may be required to terminate the HAP Contract if a participant violates any HCV Program obligation such as:

- Serious and repeated violations of the lease
- Commitment of Fraud
- Engagement in drug-related or violent criminal activity
- Owing money to HACE
- Causing the unit to fail HQS
- Non-payment of utilities as required by the lease

HACE will work with the participant to avoid such occurrences.

Termination of Tenancy by Participant

The participant may not terminate tenancy during the first 12 months of the lease unless the owner provides HACE with written approval for an early lease termination or the owner is found to be in violation HAP Contract. Thereafter, the participant may terminate tenancy after providing the owner with appropriate notice in accordance with the lease, and by providing HACE with a copy of the written notification to the owner by the participant.

Termination of Tenancy by Owner

The lease and the HAP Contract permit termination of tenancy by the owner. Owners may terminate tenancy for serious or repeated violations of the terms and conditions of the lease, violation of Federal, State, or local law, or other good cause.

An owner has the right to evict a participant under the HCV Program in the same manner as for private market tenants. The owner must give the participant a written notice in accordance with State law stating the reason for the eviction, and provide a copy of the eviction notice to HACE. Although HACE must be notified of the proposed eviction action, HACE will not be a party to the eviction proceeding.

SECTION VI

SUMMARY OF RIGHTS AND RESPONSIBILITIES

Owner's Rights

- To collect a security deposit from the participant
- To terminate the tenancy for serious or repeated violations of the terms and conditions of the lease, violations of Federal, State, or local law, or other good cause.
- To evict the family through court action
- To request a rent increase (once a year), after the first year of the lease. A 90 day prior notice to HACE and 60 days to the participant.

Owner's Responsibilities

- Performing all management and rental functions for the assisted unit, including selecting a Housing Choice Voucher holder to lease the unit and deciding if the family is suitable for tenancy; The fact that an applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, is not an appropriate basis for denial of tenancy if the applicant otherwise qualifies for tenancy.
- To comply with equal opportunity requirements
- The unit is leased to and occupied by the authorized Housing Choice Voucher holder
- Paying for utilities and services, unless paid for by the family under the lease
- Enforcing tenant obligations under the lease
- Collecting from the family any security deposit, the family rent to owner, and any charges for unit damage by the family
- To permit inspections of the unit by HACE representatives
- Maintaining the unit in accordance with HQS, including performing ordinary and extraordinary maintenance

- The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- To include the following addendums with the owner and tenant lease:
 1. HUD's Tenancy Addendum
 2. Violence Against Women and Justice Department Reauthorization Act 2005 (VAWA), signed and dated
- Provide owner and tenant "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" form, signed and dated
- To comply with the terms of the lease
- Preparing and furnishing to the PHA information required under the HAP Contract
- Must notify HACE and participant prior to sale of unit. Promptly notify HACE of new owner information and date of transfer.
- To comply with the terms of the Housing Assistance Payments (HAP) Contract
- Cannot charge the participant the portion of rent to owner covered by the PHA HAP Contract. PHA failure to pay the HAP to the owner is not a violation of the lease and the owner may not terminate tenancy for nonpayment of the PHA HAP including late charges.
- CANNOT charge the participant rent that is more than the Housing Assistance Payment (HAP) Contract Rent.

Examples:

- a. Cannot have side agreements for more rent or charge for other items customarily included in the rent (e.g. range, refrigerator).
 - b. Cannot change the amount of the monthly HAP Contract Rent to include the "up charge of a prompt payment discount".
- Cannot add a prompt payment discount to the lease as an added up charge that is removed but does not decrease tenant portion when rent is paid on time.
 - All written agreements for other terms must be mutually agreed and approved by HACE.
 - Cannot have more than one lease. The lease submitted and approved by HACE prevails.

Participants Rights

- To participate in the Housing Choice Voucher Program, if eligible
- To live in a decent, safe, and sanitary unit
- Not be subjected to discrimination by owner, in the provision of any services for any reason covered by Federal, State, or local Fair Housing Laws
- VAWA Protections
- Notification from owner of any Lead-Based Paint and/or Lead-Based Paint Hazards
- To terminate the lease, with proper notice, after the first year of the lease

Participants Responsibilities

- To report and submit information on household composition, income, assets, and allowances annually and any changes occurring during the year, in writing.
- To permit inspections by HACE representatives
- To comply with the terms and conditions of the lease
- To maintain the unit in decent, safe, and sanitary condition. Participant is responsible for damage, beyond normal wear and tear, caused by any household member or guest.
- To notify HACE and owner of intent to move, in writing.
- To make utility payments for utilities not included in the monthly rent
- The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

HACE Rights

- To be notified by the owner when the participant has moved from the unit in violation of the lease
- To inspect the unit biennially and at other times as may be deemed necessary, at reasonable times and after reasonable notice
- To request documentation and verification as determined necessary in the administration of the program
- To receive repayment from the owner for any payment made which is not due the owner
- To terminate the HAP Contract for any breach of Contract by the owner
- To terminate the participant from the program in accordance with the law, HUD regulations, and/or program rules for any violation of family obligations.
- To require a participant to request a Housing Choice Voucher prior to giving notice to move, and to require the participant to give proper notice to vacate a unit.
- To require a participant to be recertified at least annually
- To receive notice of proposed evictions
- To require the owner to maintain the unit in a decent, safe, and sanitary condition

HACE Responsibilities

- To make timely Housing Assistance Payments to the owner
- To review family income, assets, allowances, and household composition at least annually
- To re-determine the amount of rent payable by the participant and the amount of HAP by HACE as a result of any adjustment
- To conduct HQS inspections at least biennially
- To enforce VAWA Protections
- To determine rent reasonableness prior to approval of rent increase requests

SECTION VII

HOUSING QUALITY STANDARDS 24 HR DEFICIENCIES

24 HR DEFICIENCIES (LIFE THREATENING)

The following failed inspection items will be considered emergency violations and must be corrected within 24 hours. At HACE's discretion, other life-threatening conditions may exist that are not listed below.

1. Air quality – propane, natural gas, or methane gas detected
2. Misaligned chimney, flue or ventilation system
3. Electrical shock or fire hazard – exposed wires; open panels; water leaks on or near electrical equipment; missing breakers or fuses; missing covers; missing or broken outlets; switch or cover plates
4. Waterlogged ceiling in imminent danger of falling
5. Lack of unit security
6. Utilities not in service
7. Lack of sufficient heat to maintain adequate inside temperatures
8. Major plumbing leaks or flooding
9. No running hot water
10. Lack of functioning toilet
11. Smoke detector – missing or inoperable
12. Carbon Monoxide Alarm – missing or inoperable
13. Emergency/fire exits – blocked or unusable
14. Fire escapes – blocked egress or ladders or visibly missing components
15. Flammable materials – improperly stored or located

SECTION VIII

HOUSING QUALITY STANDARD CHECKLIST

At HACE's discretion, other non-life threatening conditions may exist that are not listed below.

BATHROOM

- ☐ The bathroom must be located in a separate room and have a flush toilet.
- ☐ The unit must have a fixed basin with a sink trap and hot and cold running water.
- ☐ The unit must have a shower or bathtub with hot and cold running water.
- ☐ The toilet facilities must utilize an approvable public or private disposal system, including a locally approvable septic system.
- ☐ The bathroom must have a privacy door.
- ☐ There must be a GFCI outlet within 6 ft of water source.

KITCHEN

- ☐ The unit must have a cooking stove or range and refrigerator of appropriate size for the unit (i.e., family) all in proper operating condition. Stoves, ovens, and ranges must be in working condition with all control knobs and handles. Pilots must light when burners and oven are turned on. The refrigerator gasket must be intact, fit snugly, and have no cracks. The kickplate must be secured property.
- ☐ The unit must have a kitchen sink in proper operating condition with a sink trap and a hot and cold running water, which drains into an approvable public or private wastewater system.
- ☐ The unit must provide space for the storage, preparation, and serving of food.
- ☐ There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (i.e., garbage containers).
- ☐ There must be a GFCI outlet within 6 ft of water source.

SPACE AND SECURITY

- ☐ The unit must have a minimum of a living room, kitchen area, and bathroom.
- ☐ The unit must contain at least one sleeping or living/sleeping room for each two persons. Bedrooms must be at least 70 square feet. Attics and basements cannot be used as bedrooms.
- ☐ The unit's windows, which are accessible from the outside (less than 6 ft. off the ground), such as basement, first-floor, and fire escape windows, must be lockable (e.g., window units with sash pins or sash locks, and combination windows with latches). Security bars are allowed. However, if they are installed on bedroom windows and/or exit doors they must be designed to allow emergency egress.
- ☐ Vertically opening windows must stay up and open without the use of props.

- Windows designed to open should be in working condition.
- Windowpanes must not be broken or cracked.
- The unit's exterior doors (i.e., those that allow access to or from the unit) must lock properly, and be compliant with current local Property Code requirements regarding security devices for residential tenants. Striker plates must align with locks and all hardware must be securely attached. If gaps allow for air infiltration, weather-stripping should be applied.

THERMAL ENVIRONMENT (HEATING AND COOLING SYSTEM)

- The unit must contain a safe heating system (and safe cooling system, where present) which is in proper operating condition and can provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room used for living in order to assure a healthy living environment appropriate to the climate.
- Hot water heaters must have a pressure relief valve and discharge line that extends to within 6 inches of the floor or to the outside. Discharge tubing must be galvanized steel, copper or CPVC piping, not PVC. There should be no exposed wires. Flammable materials should not be stored near the hot water heater. Gas water heaters must be properly vented.
- The unit must not contain any unvented room heaters, which burn gas, oil, or kerosene. A working radiator would be acceptable.

ILLUMINATION AND ELECTRICITY

- There must be at least one window in the living room and in each sleeping room.
- The kitchen area and the bathroom must have a permanent ceiling or wall type light fixture in working condition.
- The kitchen area must also have at least one electrical outlet in operating condition.
- The living room and each bedroom must have at least two electrical outlets in operating condition. Permanently installed overhead or wall-mounted light fixtures may count as one of the required electrical outlets.
- All other rooms used for living require a means of natural or artificial illumination such as a light fixture, a wall outlet to serve a lamp, a window in the room.
- Each electrical outlet must be permanently installed in the baseboard, wall, or floor. No extension cords may be used for outlets.
- Table or floor lamps, ceiling lamps plugged into a socket, or an extension cord plugged into another plug cannot be counted as an outlet for HQS purposes.
- Electrical hazards of any kind, either inside or outside the unit would receive a fail rating.
- All electrical outlets within 6 ft of a water source must have a Ground Fault Circuit Interrupter (GFCI).

STRUCTURE AND MATERIALS

- Interior ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- Ceilings in living areas must be at least 7 feet high.
- The floors must also not have any major movement under walking stress, or tripping hazards presented by the permanent floor coverings.
- The roof must be structurally sound and weather tight.
- The exterior wall structure and surfaces must not have any serious defects such as serious leaning, buckling, sagging, holes, unfastened and falling components, or defects that would result in air infiltration or vermin infestation.
- The condition and equipment of interior and exterior stairways, halls, porches, walkways, etc. must not present a danger of tripping and falling. Examples of dangerous conditions include, but are not limited to, broken or missing steps and loose boards.
- Stairways with three or more steps must have a handrail that is securely supported and runs the length of the stairway.
- Railings are required for decks, porches or steps that are more than 30 inches from the ground.
- Elevators must be working, safe, and compliant with locally enforced codes.

INTERIOR AIR QUALITY

- The unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- The unit must have adequate air circulation.
- Bathroom must have a window that opens properly or a permanently installed exhaust fan.
- Any room used for sleeping must have at least one window that opens properly if the window was so designed.

WATER SUPPLY

- An approvable public or private water supply must serve the unit, which is sanitary and free from contamination.

LEAD-BASED PAINT

- A dwelling unit constructed before 1978 that is occupied by a family that includes a child under the age of seven years must include a visual inspection for defective paint surfaces. Defective paint surface is defined as a surface on which the paint is cracking, scaling, chipping, peeling or loose. If defective paint surfaces are found, such surfaces must be treated in accordance with state and EPA requirements.

ACCESS

- The unit must have direct access for the participant to enter and exit, without the unauthorized use of other private properties.
- The building must provide an alternate means of exit in case of fire (such as fire stairs or exit through windows).
- Entry and exits must not be “blocked” by debris, stored items, non-working locks, or doors that have been nailed shut or otherwise obstructed.
- Attics on the third floor are not a living/bedroom area. A lock is required to prohibit tenant access.

SITE AND NEIGHBORHOOD

- The site and neighborhood must be reasonably free of serious conditions, which would endanger the health and safety of residents.

INFESTATION

- The unit and its equipment must be free of vermin and rodent infestation.

SMOKE DETECTORS / ALARMS

- The unit must have at least a battery operated or hardwired smoke detectors that are in proper operating condition on each level and each bedroom of the unit, including basements but excluding crawl spaces and attics. If any hearing-impaired person occupies the unit, detectors must have an alarm system designed for hearing-impaired persons. In new construction, they must be arranged so that the operation of any detector will cause all other detectors to alarm.

CARBON MONOXIDE DETECTORS / ALARMS

- The unit must have at least a battery operated or hardwired carbon monoxide detectors that are in proper operating condition on each level of the unit, including basements but excluding crawl spaces and attics. If any hearing-impaired person occupies the unit, detectors must have an alarm system designed for hearing-impaired persons.

UTILITIES

- All owner provided appliances must be in place at the time of the inspection.
- All utilities (water, electricity, and gas where applicable) should be on at the time of the inspection.
- All gas appliances with manual pilot light must have pilots lit at the time of the inspection.

SECTION IX

HCV PROGRAM RESOURCES

HUD.GOV

HCV PROGRAM LANDLORD RESOURCES

HACE.ORG

THE HCV PROGRAM “BRIEFING SESSION”

HACE HCV PROGRAM ADMINISTRATIVE PLAN

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HCV PROGRAM FORMS

HOUSING CHOICE VOUCHER (HUD-52646)

HAP CONTRACT (HUD-52641)

REQUEST FOR TENANCY APPROVAL (HUD-52517) & AMENITIES FORM

HCV PROGRAM REQUIRED LEASE ADDENDUMS

LEAD-BASED PAINT DISCLOSURE FORM (HUD-52517)

VAWA (HUD-91067)

(Violence Against Women and Justice Department Reauthorization Act of 2005)

HUD’S TENANCY ADDENDUM (HUD-52641)

(THIS IS ALSO PART C OF THE HAP CONTRACT)