



ORLANDO HOUSING AUTHORITY

SECTION 8 HOUSING CHOICE VOUCHER LANDLORD'S BRIEFING



ORLANDO HOUSING AUTHORITY

MISSION STATEMENT

**“TO OFFER A CHOICE OF SAFE AND AFFORDABLE HOUSING
OPTIONS AND OPPORTUNITIES FOR ECONOMIC INDEPENDENCE
FOR RESIDENTS OF ORLANDO AND ORANGE COUNTY.”**



ORLANDO HOUSING AUTHORITY

SECTION 8 HOUSING CHOICE VOUCHER LANDLORD'S BRIEFING

AGENDA

- PURPOSE
- WHAT IS THE HOUSING CHOICE VOUCHER (HCV) PROGRAM?
- ROLES AND RESPONSIBILITIES
- STEPS TO BECOMING A HOUSING CHOICE VOUCHER LANDLORD
- PAPERWORK
- SECURITY DEPOSITS AND OTHER FEES
- DETERMINING RENT AMOUNTS (INITIAL AND ANNUAL INCREASES)
- LEASE-UP PROCESS
- INSPECTION CRITERIA
- EVICTIONS
- FRAUD
- ADDITIONAL REQUIREMENTS



ORLANDO HOUSING AUTHORITY

SECTION 8 HOUSING CHOICE VOUCHER LANDLORD'S BRIEFING

PURPOSE

- To provide an explanation of the U.S. Dept. of Housing and Urban Development (HUD) regulations that govern the Housing Choice Voucher (HCV) program
- To provide an explanation of the policies and procedures of the Orlando Housing Authority (OHA)
- To acquaint you with the documentation and forms used in our program
- To provide information to help you understand how the program works and the advantages of participating as a Landlord in our program



WHAT IS THE HOUSING CHOICE VOUCHER PROGRAM?

The Housing Choice Voucher Program (formerly known as the Section 8 program) was created by the Housing and Community Development Act of 1974, as amended, and is funded by the U.S. Dept. of Housing and Urban Development (HUD). This program provides rental assistance to extremely low and very low-income families by issuing vouchers to search for rental property in the private rental market.

HUD, the Orlando Housing Authority, the Landlord and the assisted family each have different roles and responsibilities. These are defined in the Code of Federal Regulations (24 CFR 982) and the Administrative Plan of the Orlando Housing Authority.

The partners involved (HUD, OHA, the Landlord and the Family) are each important to the operation of the program. However, the Landlord is the key. Without your participation in providing affordable housing units for eligible families, the program would cease to exist.



ROLES AND RESPONSIBILITIES

HUD

- Allocate Housing Choice Voucher funds to OHA
- Develop policy, regulations, handbooks, notices and other tools that implement and explain the housing legislation
- Contract with OHA to administer the Housing Choice Voucher program
- Provide technical assistance and training to OHA
- Monitor OHA compliance with policies, regulations and program administration through reviews and audits



ROLES AND RESPONSIBILITIES

ORLANDO HOUSING AUTHORITY

- Explain and disseminate information about program guidelines
- Receive and review applications from eligible families and conduct annual recertifications to determine continued eligibility
- Issue Housing Choice Voucher
- Inspect and certify that the unit selected by the family meets Federal Housing Quality Standards (HQS) and approve unit for assistance
- Determine and pay Housing Assistance Payment (HAP) to the Landlord on behalf of the family
- Monitor program performance and compliance with Federal, State and Local laws
- Seek expanded opportunities for assisted families to locate housing outside areas of poverty concentration



ROLES AND RESPONSIBILITIES

LANDLORD

- Select family and lease unit
- Enter Lease Agreement and Lease Addendum with participant
- Comply with the Lease Agreement and Lease Addendum requirements
- Enforce Lease and Lease Addendum
- Enter HAP contract with OHA
- Comply with the Housing Assistance Payment (HAP) Contract
- Perform all management and renting functions
- Collect amounts due from family under the lease (rent, security deposit)
- Pay for owner-supplied utilities and services
- Perform all normal wear and tear maintenance
- Comply with equal opportunity and fair housing requirements



ROLES AND RESPONSIBILITIES

FAMILY

- Enter agreement with OHA by signing Housing Choice Voucher
- Find a suitable housing unit
- Provide income and family information needed to verify and certify eligibility for annual and interim reexaminations
- Allow OHA to inspect the unit
- Enter Lease Agreement and Lease Addendum with Landlord
- Adhere to all lease and lease addendum requirements, including paying family portion of the rent
- Abide by all Family Obligations under the HCV program



STEPS TO BECOMING A HCV PROGRAM LANDLORD

- Attend Landlord Briefing
- List your property with OHA
- Interview and screen prospective families
- Select a family based on your screening criteria and fair housing laws
- Complete family's Request for Tenancy Approval (RFTA) packet
- Arrange date and time of inspection with inspection department
- Sign the lease with the family and the contract with OHA
- Give keys to unit to family
- Manage and maintain the unit
- Enforce Lease



WHO MAKES THE RESIDENT SELECTION?

The Landlord is responsible for screening and selecting prospective family's for their rental unit using criteria that the Landlord has established for resident selection. The screening and selection criteria must comply with the Fair Housing Law, as amended. The HCV program office (OHA) cannot be involved in the selection of a family for your unit. OHA staff is prohibited from screening families for you.

Some suggestions to assist you in your screening and selection process:

- Contact former Landlords regarding rental payment history and care of unit and premises
- Contact utility companies for payment history
- Conduct criminal background and credit checks
- Arrange to meet the family at their current residence to view their current living situation



FAIR HOUSING

The Fair Housing Act prohibits discrimination in housing because of:

- Race or Color
- National Origin
- Religion
- Sex
- Familial Status
- Handicap



FAIR HOUSING

In the sale and rental of housing, no one may discriminate in taking any of the following actions:

- Refusing to rent or sell housing
- Refusing to negotiate housing
- Making housing unavailable
- Denying a dwelling
- Setting different terms, conditions or privileges for sale or rental of a dwelling
- Falsely denying that housing is available for inspection, sale or rental
- For profit, persuade owners to sell or rent (blockbusting)
- Denying anyone access to or membership in a facility or service related to the sale of rental of housing



COMPLETING THE MOVE-IN PAPERWORK

The move-in process begins when the family returns the Request for Tenancy Approval (RFTA) packet. This packet must be completed by the Landlord and the assisted Family in its entirety and include:

- Address of rental unit
- Requested beginning date of Lease
- Date unit will be ready for inspection
- Proposed rent amount (must be negotiated with OHA and must be determined reasonable)
- Amount of Security Deposit
- What utilities and appliances Owner will supply and what utilities and appliances the family will be responsible for
- Owner certification that he/she will not charge participant families more than private market renters
- Signatures of both owner and participant



COMPLETING THE MOVE-IN PAPERWORK

The Landlord Information packet also must be completed and submitted. The following documents must be submitted with the Landlord Information packet:

- Proof of Ownership (Recorded Warranty Deed, Title with seal, or Settlement Statement with required signatures (Seller, Buyer and Closing Agent))
- Current valid Photo ID
- Original “Voided” check
- If Agent or Management Company is involved, an executed copy of the Management Agreement and photo ID for Agent



COMPLETING THE MOVE-IN PAPERWORK

It is important that the reported rental income is correct and is applied to the correct tax identification number. For this reason you must complete an IRS W-9 form. HAP payment cannot be issued unless an appropriate tax identification number is on file.

A few simple rules regarding the use of the appropriate tax identification number:

- The tax ID number must belong to the person who will receive the HAP
- If a Landlord manages one property and is the payee under a company name and manages another property and is the payee under his own name, separate documents and tax identification information must be submitted for each property
- All payments will have one payee only
- All addresses must be the same on all documents



SECURITY DEPOSITS AND OTHER FEES

SECURITY DEPOSITS

The security deposit is paid by the family to the Landlord and cannot exceed one (1) month's rent. Deposits must be collected and reimbursed according to Florida State law. A move-in/move-out inspection procedure is required of owners of ten (10) or more rental units.

Florida Law requires the Landlord to inspect the unit three (3) days after the move-out and mail the family a list of damages and charges. The family has five (5) days after move-out to dispute the charges that the Landlord listed.

OTHER FEES

The Landlord may charge a reasonable application fee, credit check fee, pet fee and key deposit.



SECURITY DEPOSITS AND OTHER FEES

The family must pay all up-front fees.

All fees charged must be consistent with fees charged to non-assisted residents. The collection of a security deposit greater than one (1) month's rent is not allowed and will be treated in accordance with HUD rules and regulations regarding fraud in the Housing Choice Voucher program.



DETERMINING INITIAL RENT AMOUNTS

In negotiating rental rates, the following factors must be considered:

- The current Payment Standard
- The number of bedrooms in the unit
- The utilities and other services paid by the Family
- Age of unit
- Location of unit
- Amenities
- Rent Reasonableness survey

HUD establishes the Fair Market Rents for each metropolitan area by bedroom size. Payment Standards are set by housing agencies based on the HUD established Fair Market Rents.



STEPS TO LEASE-UP PROCESS

The following steps are followed in completing the initial lease-up process:

- Request for Tenancy Approval (RFTA) packet submitted
- Rent amount negotiated and determined
- Rent Reasonableness determination completed (private market comparison)
- Inspection scheduled and completed
- Lease and Contract executed (upon “pass” inspection)
- HAP payments issued

OHA DOES NOT recommend or encourage allowing a Family to physically move into a unit prior to the unit passing inspection. IF THE FAMILY MOVES INTO A UNIT PRIOR TO THE UNIT PASSING INSPECTION, THE FAMILY IS RESPONSIBLE FOR 100% OF THE RENT UNTIL THE UNIT PASSES INSPECTION AND ALL DOCUMENTS ARE SIGNED.



LEASE AND CONTRACT SIGNING

The HAP Contract consists of Part A, Part B, Part C and the Tenancy Addendum. Parts A, B and C are between the Housing Authority and the Landlord. The Tenancy Addendum is between the Landlord and the participant Family and must be included as part of the Lease between the Landlord and the participant Family.

Part A contains contract information specific to the unit, family, rent, Landlord, household members, HAP payment and Landlord and OHA signatures.

Part B contains all of the contract terms

Part C and the Tenancy Addendum are made part of the Lease between the Landlord and the participant Family

Once all documents are signed, a Payment Adjustment Notice will be mailed advising you of the HAP payment (OHA portion) and the Family's portion as well as copies of all documents you signed.



INSPECTION CRITERIA

Rental units subsidized by the HCV program must meet Housing Quality Standards. OHA is required to inspect each unit prior to occupancy and at least annually. All city, state and county codes must be followed.

For a general checklist of requirements for inspection, please review the HQS inspection form or contact our inspection department.

Some deficiencies present immediate danger or threat to the health and/or safety of the family. These items require correction within 24 hours. The HAP may be abated if these items are not repaired within the specified time period. Additionally, payments will not be made during the period of time a unit does not meet HQS for items of a serious nature.



LEAD-BASED PAINT REQUIREMENTS

Units built prior to 1978 may contain lead-based paint. Lead paint can be found on any painted surface – inside or outside – in woodwork, walls, floors and stairs.

Children under the age of 6, pregnant women and people exposed to lead during work or hobbies are at risk. When renting a Landlord must disclose to the renter any knowledge of lead paint in the unit. The pamphlet, “Lead Paint: Protect Your Family” must be given to the families.

The OHA Inspector will look for deteriorated, chipping and peeling paint. The Landlord will be required to investigate further and provide a statement that the unit is lead free.



ANNUAL RECERTIFICATION PROCESS

The circumstances of every HCV-assisted family must be reviewed at least annually. This process begins 90-120 days prior to the anniversary date of the move-in. This process is in accordance with the terms and conditions of the HAP contract.

The Landlord may decide to renew the lease at this time.

The annual unit inspection is conducted during this process.

Once the process is complete, a Payment Adjustment Notice is mailed to the Landlord and the Family to advise of the family's rent portion and the OHA HAP amount and the effective date.



ANNUAL RENT INCREASES

During the annual recertification process, the Landlord may request an increase in the contract rent amount. This request must be submitted in writing at least 60 days prior to the effective date of the change. A lease with the new rent amount included does not satisfy the requirement of a written request. This request must be in the form of a letter or OHA Rent Increase Request form. The same factors used to determine and negotiate initial rent amounts will be used in determining if the requested rent increase amount will be approved or denied. The final determination regarding the requested rent increase amount will be subject to rent reasonableness and funding received from HUD.



CHANGE OF OWNERSHIP

In the event there is a change of ownership for the assisted unit, the following actions are required:

- The current and new Owners must submit a letter to OHA indicating the sale of the property (including date of sale, purchaser's name, address, phone number of new Owner)
- New Owner must complete and submit a Landlord Change Information packet
- New Owner must sign Change of Ownership Statement of Intent form confirming his/her intent to honor the HAP contract and Lease
- New Owner must submit IRS W-9 form along with required documents
- Proof of Ownership
- New Lease and Contract must be executed



TERMINATIONS

Families may be terminated from the HCV program if they commit any serious or repeated violations of the Lease or fail to comply with HUD and/or OHA program requirements.

Landlords may be terminated from participation in the HCV program for failure to comply with HUD and/or OHA program requirements as stated in the HAP contract.

OHA requires that copies of termination and eviction notices served upon the Family be furnished to OHA.



FILING FOR EVICTION

Eviction proceedings initiated by the Landlord must be in accordance with State and local laws. A copy of the Florida Landlord and Tenant Law (Florida Statute Chapter 83) is available in our office.

HAP payments will continue until a court ordered eviction (Writ of Possession) or actual eviction of the family's possession from the premises occurs.

Landlord's can never evict a tenant for non-payment of OHA's portion of the rent amount, only for the family's portion.



FRAUD

SIDE PAYMENTS

The collection of side payments from HCV participants is a serious offense that is punishable under Federal law. Side payments include, but are not limited to, rent payments collected from HCV participants in addition to the agreed upon contract rent amount, fees for appliances or routine maintenance services or additional charges for utilities that are included in the rent or that the Landlord has agreed to pay. Additionally, requiring participants to perform services in lieu of payments (i.e, perform their own maintenance) is not permitted. If it is discovered or suspected that a Landlord is collecting any form of side payment the matter will be reported to the Office of Inspector General (OIG) for investigation and possible prosecution under Federal law pursuant to HUD regulations.

MOVE-OUTS WITHOUT PROPER NOTICE

If you discover that the participant moves out of the unit prior to the expiration of the lease and contract, you must report this to OHA immediately. To knowingly accept HAP for a vacant unit and not report it to OHA is a breach of your contract and could be considered a fraudulent act.



DIRECT DEPOSIT PAYMENTS

All Landlord payments are processed via Electronic Direct Deposit instead of the distribution of paper checks. This expedites the monthly payments and prevents inconveniences such as checks getting lost in the mail, unnecessary trips to the bank and fraud.

Because this is an OHA policy, failure to agree to Direct Deposit will result in your inability to participate as a Landlord in the OHA HCV program.

Monthly payment information can be viewed by accessing the Landlord's Corner on the OHA website (www.orl-oha.org). You will need to enter your OHA assigned Vendor Number as your User ID and your tax ID as your password to access this information.



ADDITIONAL REQUIREMENTS

HUD regulations and OHA policy do not permit relatives to have a rental relationship. By signing the HAP contract, the Landlord agrees:

“The Owner is not the parent, child, grandparent, grandchild, sister or brother of any member of the family.”

By signing the HCV the Family agrees not to:

“Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family.”

Violations of these provisions constitute fraud. The Landlord and Family will be terminated from the HCV program and information will be referred to the Office of Inspector General (OIG) for further investigation.



THANK YOU

We appreciate your interest in our program and look forward to a successful working relationship with you.

A Landlord Information packet is included as part of this Landlord Briefing.

Please contact our office if you have any questions, comments or suggestions (407-895-1500 ext. 2000).