

The Housing Authority of Clackamas County

LANDLORD HANDBOOK

**A Guide to The Housing Choice
Voucher Program for Property Owners
and Managers**

Last Updated 06/01/2017



The Housing Authority of Clackamas County

Mission Statement

Our goal is to provide affordable, safe, decent and sanitary housing opportunities in a fiscally responsible manner to low-income individuals in Clackamas County.



Statement of Nondiscrimination

HACC shall not discriminate because of race, color, national origin, sex, religion, sexual orientation, marital status, familial status, age or disability in leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under HACC's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended. HACC will affirmatively further fair housing in the administration of the Housing Choice Voucher program, as required by 24 CFR 903.7(o).

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Introduction

Welcome to the Housing Authority of Clackamas County's (HACC) Housing Choice Voucher Program (HCV). If you are a rental property owner or manager, this handbook will assist you in understanding how the Housing Choice Voucher Program works.

What is the Housing Choice Voucher Program? The Housing Choice Voucher Program is a rental assistance program funded by the US Department of Housing and Urban Development (HUD), and administered locally by HACC. The success of the program depends on HACC being able to contract with property managers and owners who have decent, safe, and sanitary rental units. Many low-income families in Clackamas County rely on owners like you. Effective July 1, 2014 Oregon's House Bill 2639 prohibited discrimination based on source of income, including Housing Choice Vouchers. This means landlords are required to accept applications from Housing Choice Voucher holders.

The Housing Choice Voucher program was created to allow more flexibility in housing choice for participating families. The maximum amount that HACC will pay is an amount equal to the Payment Standard minus 30% of the family's adjusted monthly income. The Payment Standard is established by HACC using HUD's published Fair Market Rents. They are based on the cost of housing and utilities for this area and depend on the bedroom size of the unit. For example, the payment standard is higher for families requiring 3 bedroom units than for families requiring 1 bedroom units.

Who Participates in the Housing Choice Voucher Program? The program assists the elderly, disabled, and/or families with very or extremely low-income. The Housing Authority selects households who meet income and eligibility requirements.

As a public service agency, HACC's goal is to provide excellent service to the families and owners participating in the Housing Choice Voucher Program. HACC will make every effort to inform you of the program rules and advise you how these rules affect you. Since federal regulations are not always easy to understand, it is very important to ask questions if you are not sure of something.

How do I contact HACC? Please do not hesitate to contact your Housing Authority representative if you have a question or problem that pertains to the housing program. For new lease-up questions call Debbie Greene at 503-650-3150. For inspection questions contact our Inspectors, Aaron Weinmann 503-650-3186 and Donna Mendenhall 503-650-3137. Once your tenant is settled in the unit, questions should be directed to their Occupancy Specialist:

Michell Paresi	(503) 650-3136 (Last Names A – C)
Andrew Quiroz	(530) 650-3148 (Last Names D - I)
Nathaniel Mom	(503) 655-8707 (Last Names J - L)
Jon Garcia	(503) 655-8706 (Last Names M - R)
Patti Lowary	(503) 655-8811 (Last Names S - Z)

Housing Choice Voucher Program

Program Benefits

Owner Benefits

- On-time rental payments. The Housing Authority is dependable; the tenant is paying an affordable rent which can be adjusted if their financial situation changes.
- You will be doing your part to provide affordable, safe, decent, and sanitary housing for low-income families within your community.
- Inspections are performed on each assisted unit, providing landlords with information regarding maintenance issues.
- There is a Landlord Guarantee—for vacancy loss, court Costs, and damages for up to \$5000.

Participant Benefits

- Financial assistance with rent.
- Opportunity to choose the type of rental unit and neighborhood that will meet their needs.
- May take their housing assistance with them when they move.

How To Lease Up A Voucher Holder



Finding a Tenant

Families apply to HACC for rental assistance. When a family's application reaches the top of the waiting list, eligibility for the program is verified. HACC issues the family a Voucher permitting them to seek a rental dwelling. The family also receives a "Request for Tenancy Approval" form (RFTA), a W-9 form, and a direct deposit form.

A prospective tenant may come to you with a Housing Choice Voucher, a Request for Tenancy Approval form, and a W-9 in-hand. Tenants will also have a Tenant Rent and Subsidy Worksheet that shows the maximum rent and utility cost they can afford, based on their income.

Approving a Tenant



Even though a family is determined by HACC to be eligible for the program, the landlord must approve the family as suitable renters. **We cannot stress enough the importance of screening your prospective tenants.** Evaluate them as you would any other renter. You must use the same criteria for screening Housing Choice Voucher applicants as you use for unassisted applicants. Make sure that your tenant selection standards are based on objective,

business-related considerations, such as previous history of non-payment, credit reports, landlord references, damages to unit, or disturbance of neighbors. Tenant selection must not be based upon race, color, age, religion, sex, familial status, disabilities, or any other discriminatory factors. **We do not screen families for their suitability as renters; that is the job of the owner.**

If your screening requires a tenant have income equal to 2 or 3 times their rent, you can only use "their portion of the rent". For example, if the rent is \$1200 but the Housing Choice Voucher tenant would only be paying \$200 for rent after we pay the voucher subsidy you can only require the tenant to make \$400 (or \$600 if you require 3 times the rent).

Once you have decided on the applicant you want, fill out and return the Request for Tenancy Approval (RFTA) form, Lead-Based Paint Disclosure, W-9 and Direct Deposit form. Once the RFTA is returned to HACC, an appointment will be made for inspection of the unit. The housing inspector will usually contact the manager or owner within 5 days of receiving the RFTA form.

You may collect a refundable security deposit. Be aware that HACC has the discretion to prohibit deposits that are in excess of private market practice, or in excess of security deposits for your unassisted units. There are several types of non-refundable charges which may be permissible and in accordance with Oregon State Landlord/Tenant Law.

Preparing the Unit for Inspection



Before HACC can begin payment on a unit, it must comply with the Housing Quality Standards (HQS). The initial inspection is completed to ensure that the dwelling is decent, safe, and sanitary. During the inspection, the Housing Inspector not only determines whether the unit meets HQS criteria, but also notes the condition of the unit at that time. This provides an accurate written record of the dwelling's condition at the time of move-in. For this reason, it is very important that the unit be in "move-in"

condition at the time of the inspection. If a unit does not pass the initial inspection the first time through, it is very important that you call as soon as the repairs are completed since HACC cannot pay on a unit which has not passed the initial inspection, and the lease cannot be made effective until the unit has passed inspection.



HUD regulation also requires that the unit be inspected for lead-based paint hazards if the unit was built before 1978 and has a child under the age of 6 moving into the unit. HACC, as part of the regular initial or annual inspection process, will conduct a visual evaluation of the interior and exterior painted surfaces including common areas, stairways, boundary fences, playground equipment, and garages of the rental property. The inspector will look for any signs of deteriorated/disturbed paint such as peeling, chipping, chalking or cracking, or any paint or coating located on the interior or exterior surface that is otherwise damaged or separated from the structure. If deteriorated paint is found, the procedures listed below must be followed to address the deteriorated paint:

1. The owner must stabilize the deteriorated paint according to Federal Regulations.
2. The owner must practice safe work practices when conducting paint stabilization that includes safe work methods, occupant protection, work site preparation, and cleanup.
3. The owner must have a certified clearance examiner evaluate the unit after paint stabilization has occurred and prepare a report indicating whether the unit is free of lead-based paint hazards.
4. On-going maintenance must be conducted on the property to prevent lead hazards.

The Housing Authority of Clackamas County strongly urges landlords to regularly inspect their property and remove any defective paint according to the Federal requirements prior to the initial or annual inspection. A sample inspection form can be found on our website under landlord information.

A guide is provided in the back of this handbook to help you prepare for your HQS inspection. Please make a copy and perform your own inspection before your appointment with the Housing Inspector. A basic unit consists of a living/sleeping area, kitchen, bathroom facilities and its own private entrance. The following is a list of the most common fail items:

1. **Water Heater** must be adequate for family size, no exposed wiring, free of leaks, pressure relief valve, and discharge pipe present (discharge pipe must be directed within 6" of floor or outside of the living area), and in good working condition.
2. **Disturbed Paint** – If the unit is built prior to 1978 and has children less than 6 years of age, it must be free of any peeling, cracked, or deteriorated paint that may contain lead.
3. **Windows and doors** must function properly, open, and lock. Windows should be free from cracks or breaks in panes. Door must have adequate weatherization so that no light shows when the door is closed.
4. **Electrical outlets** must have plate covers that are not cracked or broken. Two pronged outlets that have been updated to three pronged outlets must be grounded and/or protected by a Ground Fault Circuit Interrupter (GFCI).
5. **Smoke detectors** are required on every floor, including basements, and in good working condition. Smoke detectors must have a hush button feature and a ten year battery, or be hard-wired.
6. **Carbon monoxide detectors** are required if your unit contains a carbon monoxide source. A carbon monoxide source is defined as a heater, fireplace, appliance or cooking source that uses coal, kerosene, petroleum products, wood or other fuels that emit carbon monoxide as a byproduct of combustion, or an attached garage with an opening directly into a living space.
7. **Walls and ceiling** must be free of large holes, cracks, and buckling.
8. **Roof** must be weather tight preventing any possibility of water entering into the interior of the unit.
9. **Gutters and downspouts**, if present, must be free of any defects, clogging, and capable of channeling any water away from the unit.
10. **Interior and exterior** of unit must be free of heavy accumulation of garbage, debris, and any possible safety hazards.
11. **Handrails** are required when there are four or more steps.
12. **Height protection** is required where there is an open area and a height that is 30 inches or greater (ie. open staircases, decks, landings, etc.).
13. **No evidence of infestation** – vermin, mice, or insects.
14. **Plumbing** must be free of leaks, have a proper "P" gas trap and hot and cold running water.
15. **No sub-floor dry rot** – severe dry rot is a common problem in the bathroom around the tub/shower and toilet area. This is usually due to the lack of, or poor caulking around the base.
16. **Heating and Cooling Systems** must be in proper working condition and provide adequate heat and/or cooling to each room. Unvented room heaters that burn oil, gas, or kerosene are unacceptable. Portable heaters are not allowed.

Rent Reasonableness – The Housing Authority determines whether or not the rent requested is reasonable. This determination is made by comparing the requested rental rate with rental amounts for similar unassisted dwellings on the private market. If the rent is determined to be unreasonable, you are given the opportunity to submit information on other dwellings you feel are comparable for a redetermination.

The purpose of the rent reasonableness test is to assure that:

1. Rents paid for units selected for participation in the Housing Choice Voucher Program are not excessive
2. The Housing Choice Voucher Program does not have the effect of inflating rents in the community.



Signing of the Contract and Lease - The Housing Authority will mail leases and contracts to the owner or leasing agent as indicated on the RFTA after the unit passes inspection and the rent is determined to be reasonable. The start date of the contract will be the later of: the day after the unit passes inspection, the lease start date, or for participants moving from another assisted unit, the lease date for the new assisted unit may begin on the first of the month following the month the family moves out of the first assisted unit. For example, if a tenant gives notice to move out of a unit May 15th, the earliest a new contract and lease can be entered will be June 1st as the tenant's full May rent was already dispersed. Tenants who move in before a lease is executed are responsible for rent not covered by the contract and lease. For example, if a Housing Choice Voucher tenant moves in May 15th but leases and contracts are not effective until June 1, the Housing Choice Voucher tenant is responsible for the prorated rent from May 15th through May 31st.

The initial lease term is one year. After the first year the lease automatically reverts to a month to month agreement.

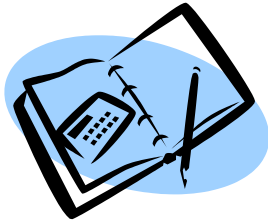
Housing Assistance Payments - HACC will begin making payments to you after the unit has been approved and the Housing Assistance Payments Contract and Leases have been signed and received by the Housing Authority. If the Contracts and Leases are returned after the cutoff date for 1st of the month disbursements (typically cutoff is the 25th of the month), the first payment will be made on the 15th of the month. Thereafter, you will receive your payments on the 1st of each month. We will continue to make payments as long as the:

1. Unit meets Housing Quality Standards,
2. Tenant is eligible for assistance,
3. Tenant resides in the unit, and
4. Owner is in compliance with the contract.

Direct Deposits – Your payment will be deposited directly into your checking or savings account. A Direct Deposit form will be provided to you by the applicant with the RFTA.



After the First Year



Rent Increases – After the initial term of the lease, one year, you may increase the rent of a voucher program participant with a **written notice to the family and to HACC**. You must follow state and local notice requirements if they are greater than the Housing Choice Voucher 60 day notice requirement. Rent increases are not automatic. The requested rental increase must be rent reasonable for the area. The Occupancy Specialist will decide if the requested increase is reasonable.

Biennial or Annual Inspections –HACC will conduct inspections to ensure that the unit continues to meet HQS requirements. The inspection covers the same items as the initial inspection. HACC will provide advanced written notice to you and the family of the date and time of the inspection. If a unit is in good condition, the unit may only be inspected biennially, but a landlord or tenant may always request a “special” inspection if needed to enforce a lease.

If a unit does not pass inspection, a reasonable time period will be given to make repairs. Ultimately, it is your responsibility to make sure the unit passes inspection, however, you may charge your tenant for repairs that are a result of damage caused by a family member or guest beyond normal wear-and-tear. If the repairs are not made within a reasonable time, HACC is required by HUD to abate payments. If a payment is abated, the tenant is responsible only for their share of the rent. Therefore, it is very important for you to be aware of the condition of your units and make repairs as soon as they are needed. We recommend that you conduct your own walk-through inspection at least once a year.

Responsibilities

The HCV Program is a three-way partnership between the Housing Authority of Clackamas County (HACC), the owner, and the family.

HACC's Responsibilities

1. Determines if an applicant is eligible for rental assistance.
2. Explain all the rules of the program to all qualified families.
3. Issue a Housing Choice Voucher to the qualified family.
4. Approve the unit, the owner, the lease, and the contract.
5. Make housing assistance payments to the owner in a timely manner.
6. Ensure that both the family and the unit continue to qualify under the program.
7. Ensure that owners and families comply with the program rules.
8. Provide families and owners with prompt, professional service.
9. To encourage participation by owners of units located outside areas of poverty or minority concentration.

Owner Responsibilities

1. Screen families who apply to determine if they will be good renters. HACC can supply you with the current and previous address (when available) and landlord information.
2. Comply with the terms of the Housing Assistance Payment Contract and Lease.
3. Comply with fair housing laws.
4. Maintain the housing unit by making necessary repairs in a timely manner.
5. Collect the rent due by the tenant and otherwise enforce the lease.
6. Report any program abuse.
7. Provide HACC information as required under the Housing Assistance Payment Contract.

Family Responsibilities



1. Provide HACC with complete and accurate information.
2. Make their best effort to find a place to live that is suitable for them and qualifies for the program.
3. Cooperate in attending all appointments scheduled by HACC and provide all requested information.
4. Take responsibility for the care of their housing unit.
5. Comply with the terms of their lease with the owner.
6. Comply with the Family Obligations of the Housing Choice Voucher.
7. Allow HACC to conduct scheduled inspections.
8. Pay their portion of the rent on time and be a good neighbor.
9. Avoid illegal activity by any family member or guest.
10. Not allow people to live in their unit who have not been approved by both HACC and the landlord.

Terminations

When a Family Wishes to Move

The family may terminate tenancy any time after the first year by submitting a written 30- day notice to the owner with a copy to HACC. Prior to one year, the family may terminate the lease if both the landlord and the tenant are agreeable. This is done through the use of a mutual termination form.

When the Owner Wishes To Terminate

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

1. Serious or repeated violations of the terms and conditions of the lease.
2. Violations of federal, state, or local law that directly relate to the use or occupancy of the unit or premises. Drug related or criminal activity by the tenant, any member of the household, or any person in the tenant's control.
3. Other good cause. This could include:
 - a. Failure by the family to accept the offer of a new lease or revision.
 - b. Family history of disturbance of neighbors, destruction of property, living or housekeeping habits resulting in damage to the unit or premises.
 - c. Business or economic reasons, such as sale of property or renovation of unit.

After the first year, the lease may be terminated with a notice that is no less than 30 days ending on the last day of the month.

When HACC May Stop Providing Assistance

HACC may stop providing assistance if:

1. The family has committed any fraud in connection with the program;
2. The family has violated any of their responsibilities under the program;
3. The family has breached an agreement with HACC;
4. The unit is not in decent, safe, and sanitary condition;
5. The owner breaches the contract.

Summary of the Housing Choice Voucher Program

A Request for Tenancy Approval will be given to the participant. This must be completed by the Owner and the Participant.

Once HACC receives the Request for Tenancy Approval, we will schedule an appointment for inspection.

The unit must pass HQS before a Lease Agreement and Housing Assistance Payment Contract is approved, mailed, signed and returned to HACC (PO Box 1510, Oregon City, OR 97045-0510).

Once signed Contracts and Leases are received by HACC, copies will be provided to the landlord and lease copies will be provided to the tenant. Payments will commence on the first of each month and the first payment may be made mid-month (15th) if received on time. Payments are on hold until all Contracts and Leases are signed and returned.

If the tenant is an existing tenant, who will continue to occupy your unit as a new participant on the program, the unit must still pass HQS before the lease will be effective.

If the owner leases the unit prior to passing HQS, the tenant will be responsible for the rent until HACC executes the contract and lease.

Units must be inspected annually to ensure the unit is in compliance with HQS.

The owner must notify HACC of a participant's notice to vacate and/or actual vacancy of the unit.

Owner must comply with the Landlord/Tenant law and the Housing Assistance Payment contract by providing the participant with an itemized list of cleaning/damages, less security deposit within 30 days of tenant's vacate.

Please Note—changes to Lease language

**Section 8: Housing Choice Voucher Program
Notice of Rights and Obligations under the Violence Against Women Act of
2005**

President Bush signed the Violence Against Women Act of 2005 (VAWA) into law on January 5, 2006. Among other things, VAWA amended Federal Housing programs. VAWA protections apply to tenants and their immediate family household members who are victims of domestic violence, dating violence and stalking. The Housing Authority of Clackamas County has amended applicable policies, procedures, and contracts to comply with VAWA. This Notice summarizes those changes as they relate to Section 8 participants and landlords.

Eligibility

A public housing agency may not deny assistance to an applicant on the basis of the applicant's current or past status as a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for admission or assistance.

Protection from Termination of Assistance

A public housing agency may not terminate assistance to a participant in the voucher program on the basis of an incident or incidents of actual or threatened domestic violence, dating violence, or stalking against that participant. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence. Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, or stalking.

Bifurcation

An owner or manager may bifurcate a Section 8 tenancy (split the lease) in order to evict, remove, or terminate the tenancy of any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating the tenancy to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

The Housing Authority may terminate any individual who engages in criminal acts of physical violence against family members or others, from a voucher assisted household.

Termination for Other Reasons

VAWA does not prevent an owner or manager from terminating the tenancy or evicting a Section 8 participant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner or manager does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

Actual and Imminent Threat to Others

VAWA allows an owner or manager to terminate the tenancy or evict a Section 8 participant if the owner or manager can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted. Similarly, the Housing Authority can terminate the housing assistance of a participant if it can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not terminated from assistance.

Certification

An owner, manager, or the Housing Authority may request that an individual certify via an U.S. Department of Housing and Urban Development (HUD) approved certification form (form HUD-50066) that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the VAWA requirements. The certification shall include the name of the perpetrator. The individual shall provide such certification within 14 business days after the owner, manager, or Housing Authority requests such certification.

If the individual does not provide the certification within 14 business days after the owner, manager, or Housing Authority has requested such certification in writing, the owner, manager or Housing Authority is not restricted from otherwise lawfully terminating the tenancy, evicting or terminating the assistance of a Section 8 participant. The owner, manager, public housing agency, or assisted housing provider may extend the 14-day deadline at their discretion.

An individual may satisfy the certification requirement by:

a) Providing the requesting owner, manager, or Housing Authority with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; or b) By producing a Federal, State, tribal, territorial, or local police or court record.

Confidentiality

All information provided to an owner, manager, or the Housing Authority under VAWA including the fact that an individual is a victim of domestic violence, dating violence, or stalking, shall be retained in confidence by an owner, manager, or Housing Authority, and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is requested or consented to by the individual in writing, or; required for use in an eviction proceeding, or; otherwise required by applicable law.

Portability

A Section 8 participant may transfer their voucher assistance to another jurisdiction if the family has complied with all other obligations of the Section 8 program and has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.

Usted puede solicitar una copia de esta violencia contra acto de las mujeres en Español entrando en contacto con su especialista de la ocupación e llamando 503-655-8267.

Вы можете спросить копию этого VAWA (Violence Against Women Act - Закон о Насилии Против Женщин) документа на испанском языке (или на русском языке), связавшись с вашим Специалистом по Заселению или позвонив по 503-655-8267.

Frequently used Forms

The following forms are available on our web site at <http://www.clackamas.us/housingauthority/landlords.html>. If you cannot find the form you need please contact the Housing Authority.

Direct Deposit Sign-Up Packet

Agent Authorization Form

Sample Housing Program Landlord/Tenant Lease

Sample Tenancy Addendum

Sample Housing Assistance Payments Contract

Sample Housing Quality Standards Inspection Form

Brief Summary of Owner Info

Lead Paint Information Sheet