



HOUSING CHOICE VOUCHER PROGRAM

LANDLORD GUIDE

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LANDLORD GUIDE TO THE HOUSING CHOICE VOUCHER PROGRAM

THE RESPONSIBILITIES OF EACH PARTY

The family seeking assistance, the owner(s) of the unit and the Panama City Housing Authority are all involved in the process of ensuring that the dwelling unit satisfies the HUD Housing Quality Standards. A summary of the responsibilities of each party is listed below.

THE RESPONSIBILITIES OF THE PANAMA CITY HOUSING AUTHORITY

- ◇ Ensure that all units in the Section 8 Housing Choice Voucher Program, at a minimum, meet the Housing Quality Standards and City code requirements.
- ◇ Make initial inspection of units in response to the Request for Tenancy Approval. Inform the potential tenant and owner(s) of results, and necessary action.
- ◇ Encourage tenants and owner(s) to maintain units up to Housing Quality Standards or higher.
- ◇ Perform special inspections in response to tenant or owner(s) requests. Inform the tenant or owner(s) of necessary corrections and the time period for compliance. Take Action against the tenant or owner(s) (as appropriate) if compliance is not obtained within the time period specified.

THE RESPONSIBILITIES OF THE TENANT

- ◇ Comply with the terms of the lease.
- ◇ Help to keep the unit safe and sanitary.
- ◇ Cooperate with the owner(s) by informing him/her of any necessary repairs.
- ◇ Cooperate with the Panama City Housing Authority for initial, annual, and complaint Inspections.

THE RESPONSIBILITIES OF THE OWNER

- ◇ Comply with the terms of the lease.
- ◇ Maintain the unit according to the Housing Quality Standards.
- ◇ Cooperate with the tenant by responding promptly to request for needed repairs or maintenance.
- ◇ Cooperate with the Panama City Housing Authority on initial, annual and complaint inspections, including making necessary repairs within the prescribed time frame.

INTRODUCTION

What is the Housing Choice Voucher (section 8) program?

The Section 8 Tenant-based Assistance Program administered by The Panama City Housing Authority (PCHA) is funded by the United States Department of Housing and Urban Development (HUD), the purpose of the program is to make decent, safe sanitary housing affordable to very-low, and extremely Low income households in the private rental market. Households that meet eligibility requirements normally pay approximately 30% to 40% of their adjusted monthly income towards their monthly rent and utility cost. The program pays the balance of the rent directly to the owner of the rental property or to their appointed agent. In order for the Section 8 program to be successful, it is vital that a good working relationship is developed between Panama City Housing Authority and property owners and managers who contract with the PCHA to provide housing for program participants. The goal of this guide is to provide landlords with all the information needed to be successful, in not only renting to a Section 8 Participant, but as a landlord in general.

WE LOOK FORWARD TO WORKING WITH YOU

THE HAP CONTRACT

CHAPTER 1

What is the HAP Contract and Why an Owner MUST sign it.

The HAP (Housing Assistance Payment) Contract is the contract between the PHA (Public Housing Authority) and the owner. The HAP Contract is entered into to provide assistance for the family under the Section 8 voucher program per the Code of Federal Regulations (24CFR) part 982. The HAP contract only applies to the household and the contract unit specified in Part A of the HAP contract (pages 1 and 2).

During the HAP Contract term, the Panama City Housing Authority will pay housing assistance payments to the owner in accordance with the HAP Contract.

The family will reside in the contract unit with the assistance under the Section 8 voucher program. The housing assistance payments by the Panama City Housing Authority assist the tenant to lease the contract unit from the owner during the specified lease term.

Note: All perspective, new and current owners should possess and understand the HUD HAP Contract. A copy is found within this Landlord Guide, is available upon request, or can be downloaded at www.hud.gov.

LANDLORD GUIDE TO THE HOUSING CHOICE VOUCHER PROGRAM

The Hap Contract is divided into 3 (three) parts:

Part A (pages 1 and 2) - identifies the family name (including all household members), the unit address, the contract rent amount, the subsidy amount (at the time the contract begins), which party is responsible for the utilities and appliances, and contains the signature of both the Panama City Housing Authority and the owner/owners agent.

Part B (pages 3-7) – details the responsibilities and what is expected of the owner. The section includes, but is not limited to, defining the term of the contract, reasonable rent, the payment to owner, overpayments to owner and owner breach of contract.

Part C (pages 8-10) – encompasses the Tenancy Addendum. The Tenancy Addendum is an automatic addendum to EVERY program participant’s lease. A copy of this addendum should be attached to every lease and provided to the program participant.

Term of the HAP Contract

The term of the HAP Contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).

When Does the HAP Contract Terminate?

It is important for owners to understand that the HAP contract **can/will be terminated** at any time (regardless of whether or not the lease is at or nearing expiration) IF any of the following conditions apply:

1. If the lease is terminated by the owner or the tenant.
2. If the family has failed to comply with program requirements. If the Panama City Housing Authority terminates assistance for the family, the HAP contract **AUTOMATICALLY** terminates.
3. If the family moves from the contract unit.
4. If the client is responsible for 100% of the contract rent – the HAP contract shall be terminated after 180 calendar days of the last payment to the owner.
5. If available program funding is not sufficient to support continued assistance for families in the program.
6. If the contract unit no longer provides adequate space (in accordance with Housing Quality Standards) for the family. This is usually due to an increase in family size or change in family composition.
7. If the family breaks up the HAP contract MAY be terminated or the PHA may elect to continue payments on behalf of the remaining family members.
8. If the contract unit does not meet all requirements of the Housing Quality standards (HQS) or if the PHA determines that the owner has otherwise breached the HAP Contract. (See Chapter 4– Unit Inspections).

UNLESS THE OWNER HAS COMPLIED WITH ALL PROVISIONS OF THE HAP CONTRACT, THE OWNER DOES NOT HAVE A RIGHT TO RECEIVE HOUSING ASSISTANCE PAYMENTS UNDER THE HAP CONTRACT.

THE LEASE AGREEMENT

What Every Owner Needs to Know

The Panama City Housing Authority Section 8 Housing Choice Voucher program does not prohibit or inhibit the normal owner/tenant responsibilities as prescribed by the Florida State Statutes and the Housing Assistance Payment (HAP) Contract. The Panama City Housing Authority acts only as a subsidy agent by paying a portion of the rent on the tenant's behalf directly to the landlord based on the family's income. The Housing Authority does not interfere with normal landlord/tenant interrelationships. However, the housing Authority can act as an arbitrator to help resolve problems and, upon written request, the Housing Office will counsel the family regarding a repeated problem the landlord may be experiencing with a tenant but only after the landlord has personally tried to resolve the matter themselves.

Important Facts Regarding the Lease Agreement:

1. The lease must be consistent with State and local law.
2. Must contain the FULL address of the unit to be subsidized.
3. Must contain the names of the owner and the tenant.
4. Must contain the amount of the monthly rent to the owner.
5. The lease must be in a standard form and should generally be the same lease used for other unassisted tenants.

Important Facts Regarding the Lease Agreement:

6. The lease must contain a word-for-word account of which party (owner or tenant) is responsible for the utilities.
7. The lease should specifically indicate any additional fees that are not included in the contract rent (cable, phone, washer/dryer etc.).
8. The lease must be approved by the Panama City housing Authority.
9. It must be understood that the Housing Choice Voucher Program **Tenancy Addendum** is an automatic addendum to every tenant lease. If there is any conflict between the Tenancy Addendum and provision of the owner/tenant lease – the Tenancy Addendum shall control(see Chapter 3- Tenancy Addendum)

It is a common misconception that the Panama City Housing Authority is responsible for the lease enforcement of Section 8 participants. The individual landlord/owner is responsible for enforcing the term/conditions of the lease agreement. (for example a no pets policy, failure to pay rent etc.) However, the landlord should always provide the agency with copies of notices sent to the tenant regarding lease violations (7 day Notices, 3 Day Notices, Warning etc.) In general, a Section 8 Participant should be treated no differently than any other unassisted tenant. If our client is committing serious/repeated violations of the lease then the landlord should enforce the lease in accordance with Florida Law and provide copies of all paperwork to the Panama City Housing Authority.

Note: All perspective, new and current owners should be reasonably familiar with the Florida Landlord/Tenant Law. Information regarding Florida's laws regarding landlord/tenant issues can be obtained via 1-800-HELP-FLA (English), 1-800-FL-AYUDA (Spanish) or www.800helpfla.com



THE TENANCY ADDENDUM

What is this?

The Housing Choice Voucher program Tenancy Addendum is a three (3) page HUD addendum which is attached to every tenant lease. It is important for an owner to be aware that THE TENANT MAY ENFORCE THE TENANCY ADDENDUM AGAINST THE OWNER

FACT OF PRIDE

The Panama City Housing Authority was acknowledged, by HUD, as a “High Performing” Housing Authority for Fiscal Year 2013-2014

– if he/she is failing to comply with or is violating its terms. If ever there is a conflict between a provision of the owner/tenant lease and the HUD Tenancy Addendum, then the Tenancy Addendum shall take precedence over the

lease agreement. The Tenancy Addendum addresses some of the following issues:

1. **Rent To Owner** – The rent to owner may not exceed the amount approved by the Panama City Housing Authority. The rent to owner may not be raised during the initial lease term. In addition, the rent to owner may NEVER exceed the reasonable rent determined by the Panama City Housing Authority or the rent charged by the owner for comparable unassisted units on the premises.
2. **Family Payment to Owner** – The family is responsible for paying their monthly rent portion (as determined by the Panama City Housing Authority). The owner MAY NOT charge nor accept, from the family nor any other source, any additional payment for rent of the unit in addition to the rent to owner.

The Tenancy Addendum Cont'd:

3. **Maintenance, Utilities and Other Services** – The owner must maintain the unit and premises in accordance with the Housing Quality Standards (HQS) – see Chapter 4 – Unit Inspection. The owner is NOT responsible for a breach of the HQS caused by the tenant's failure to maintain utilities that are to be paid by the tenant or appliances that are to be maintained by the tenant.
4. **Termination of Tenancy by Owner** – The owner may only terminate tenancy in accordance with the lease and HUD requirements. Such reasons for termination include but are not limited to: Serious or repeated lease violation, violent or criminal activity, drug related criminal activity, disturbance of neighbors and destruction of property.
5. **Eviction** – The owner may only evict the tenant by court action.
6. **Lease as Related to HAP Contract** – if the HAP Contract terminates for any reason, the lease terminates automatically.
7. **PHA Termination of Assistance** – The PHA may terminate program assistance for the family, due to program non-compliance, AT ANY TIME. If the PHA terminates program assistance then the lease is terminated automatically.
8. **FAMILY MOVE OUT** – The tenant must notify the PHA and the owner before the family moves out of the unit.
9. **PROHIBITION OF DISCRIMINATION** – The owner must not discriminate against any person because of race, color, religion, sex, national origin, familial status or disability.
10. **CHANGE IN LEASE OR RENT** - The owner must notify the Panama City Housing Authority of any change in the amount of rent to owner at least sixty (60) days before such changes go into effect, and the amount of rent to owner following any such agreed change MAY NOT exceed the reasonable rent for the unit as determined by the Panama City Housing Authority.

The HUD Tenancy Addendum should be reviewed in full by any perspective, new or current Section 8 landlord. All provisions of the Tenancy Addendum have NOT been covered above, only those sections that gives the most general explanation/overview of the Housing Choice Voucher Program.

Note: All perspective, new and current owners should possess and understand the HUD Tenancy Addendum. A copy is found within the New Landlord Packet, it is available upon request, or can be downloaded at www.hud.gov.



UNIT INSPECTIONS

Purpose and Types

There are 4 (four) types of inspections conducted concerning subsidized units of the Housing Choice Voucher Program. They are the Initial Inspection, annual Inspection, Special Inspection and the Quality Control Inspection. The purpose of each of these inspections is

FACT OF PRIDE

Our Motto:
“Building a world-class community,
one family and one neighborhood at
a time”

the same – to ensure that the agency is ONLY subsidizing units that meet the Housing Quality Standards set by HUD. Housing Quality standards (HQS) are the HUD minimum quality standards for tenant-base programs. HQS standards are required both at initial occupancy and during the term

of the lease. HQS standards apply to the building and premises as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

The owner and the tenant are always reasonably notified of the date and time an inspection is scheduled to take place.

GUIDELINES/TYPES OF INSPECTIONS

The PCHA has adopted local requirements of acceptability in addition to those mandated by the HUD Regulations. All units must meet the minimum standards set forth in Bay County Building/Housing Code. In case of inconsistency between the Code and these HQS, the stricter of the two shall prevail.

GUIDELINES/TYPES OF INSPECTIONS CONT'D

Efforts will be made at all times to encourage owners to provide housing above the HQS minimum standards.

THERE ARE FOUR TYPES OF INSPECTIONS THE PCHA WILL PERFORM:

1. **Initial/Move-ins:** Conducted upon receipt of Request for Approval of Tenancy.
2. **Annual:** Must be conducted within twelve months of the last annual/move in inspection.
3. **Special/Complaint:** At request of owner, family or an agency or third-party.
4. **Quality Control:** Is performed by the HCV Coordinator, to verify that all inspections are being performed consistently, according to the HQS.

THE INITIAL HQS INSPECTION

The Initial Inspection will be conducted to:

Determine if the unit and property meet the HQS defined in this Plan

Document the current condition of the unit as to assist in future evaluations, whether the condition of the unit exceeds normal wear and tear.

Document the information to be used for determination of rent-reasonableness

If the unit fails the initial Housing Quality Standards inspection, the owner will be advised to notify the PCHA once repairs are completed. If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed re-inspections have occurred, the family must select another unit.

THE ANNUAL HQS INSPECTION

The PCHA conducts an inspection in accordance with Housing Quality Standards at least annually.

Special inspections may be scheduled between anniversary dates. HQS deficiencies which cause a unit to fail must be corrected by the landlord unless it is a fail for which the tenant is responsible.

The family must allow the PCHA to inspect the unit at reasonable times with reasonable notice.

Inspections will be conducted on business days only. Reasonable hours to conduct an inspection are between 8:00a.m. And 4:30p.m., unless otherwise arranged.

Time Standards for Repairs

Emergency items which endanger the family's health or safety must be corrected by the owner within 24 hours of notification. For non-emergency items, repair must be made within 30 days. For major repairs the Director of Housing or his/her designee may approve an extension beyond 30 days.

THE SPECIAL/COMPLAINT HQS INSPECTION

If at any time the family or owner notifies the PCHA that the unit does not meet Housing Quality Standards, the PCHA will conduct an inspection. The PCHA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The PCHA will inspect only the items which were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs. The responsible party will be required to complete all repairs within 15 days of failing inspection.

If the annual inspection date is within sixty (60) days of a special inspection, and as long as all items are inspected that are included in an annual inspection, the special inspection will be categorized as an annual and all annual procedures will be followed.

THE QUALITY CONTROL INSPECTION

Quality Control inspections will be performed by the HCV Coordinator. The purpose of the Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

EMERGENCY REPAIR ITEMS

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by inspector:

Lack of security for the unit

Waterlogged ceiling in imminent danger of falling

Major plumbing leaks or flooding

Natural gas leak or fumes

Electrical problem which could result in shocks or fire

No heat when outside temperature is below 50 degrees Fahrenheit and temperature inside unit is below 60 degrees Fahrenheit

Utilities not in service

No running hot water

Broken glass where someone could be injured

Obstacle which prevents tenant's entrance or exit

Lack of functioning toilet

The PCHA may give a short extension (not more than 24 additional hours) whenever the responsible party cannot be notified or it is impossible to affect the repair within the 24-hour period.

In those cases where there is leaking gas or potential for fire or other threat to public safety and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by the PCHA and the family.

If the emergency repair item(s) are not corrected in the time period required by the PCHA and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

EMERGENCY REPAIR ITEMS CONT'D

If the emergency repair items(s) are not corrected in the time period required by the PCHA and it is an HQS breach which is a family obligation, the PCHA will terminate the assistance to the family.

Smoke Detectors

Inoperable smoke detectors are a serious health threat and will be treated by the PCHA as an emergency (24 hour) fail item.

If the smoke detector is not operating properly the PCHA will contact the owner by phone and request the owner repair the smoke detector within 24 hours. The PCHA will re-inspect the unit the following day.

If the PCHA determines that the family has purposely disconnected the smoke detector (by removing batteries or other means), the family will be required to repair the smoke detector within 24 hours and the PCHA will re-inspect the unit the following day.

The PCHA will issue a written warning to any family determined to have purposely disconnected the unit's smoke detector. Warning will state that deliberate disconnection of the unit's smoke detector is a health and fire hazard and is considered a violation of the HQS.

CONSEQUENCES IF THE OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the PCHA, the assistance payment to owner will be **abated**.

ABATEMENT

Abatement is a cessation in payment. When a unit is abated, the Panama City Housing Authority will stop making payments on behalf of the family to the owner for the assisted unit. **If a unit is under abatement, the owner MAY NOT require that the tenant pay the Panama City Housing Authority's portion of rent.**

A notice of abatement will be sent to the owner, and the abatement will be effective from the day after the date of the second failed inspection. A notice may be sent requiring the family to transfer,

ABATEMENT CONT'D

depending on the nature of the repair(s) needed. The notice of abatement states that the tenant is not responsible for the PCHA's portion of rent that is abated.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

The PCHA will advise owner of their responsibility to notify the tenant of when the re-inspection will take place. The family will be notified of the re-inspection date and may inform the owner.

EXTENSIONS

An owner has the right to request an extension, in writing, to the attention of the Executive Director of PCHA within 25 days of the date the inspection takes place.

DETERMINATION OF RESPONSIBILITY

Certain HQS deficiencies are considered the responsibility of the family:

Tenant-paid utilities not in service

Failure to provide or maintain family-supplied appliances

Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under state law or court practices.

The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation even if caused by the family's living habits, unless otherwise stated in the lease agreement. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The PCHA may terminate the family's assistance on that basis.

The inspector will make a determination of owner or family responsibility during the inspection.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.

CONSEQUENCES IF THE FAMILY IS RESPONSIBLE

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the PCHA will require the family make any repair(s) or correction(s) within thirty (30) days. If the repair(s) or correction(s) are not made in this time period, the Panama City Housing Authority will terminate assistance to the family after providing opportunity for an informal meeting. Extensions in these cases must be approved by Executive Director or his/her designee. **The owner's rent will not be abated for items which are the family's responsibility.** If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

RENT REASONABLENESS

What is it and How Is It Determined?

FACT OF PRIDE

Members of the Panama City Housing Authority's Board of Commissioners are appointed by the Mayor of Panama City to a 4-year term.

The PCHA will determine and document, on a case-by-case basis, that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market. The PCHA will not approve a lease until the PCHA determines that the initial rent to owner is reasonable rent. The PCHA must re-determine

the reasonable rent before any increase in the rent to owner. The PCHA must determine rent reasonableness if directed by HUD and based on a need identified by the PCHA's auditing system. The PCHA may elect to re-determine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by the PCHA.

The owner will be advised that by accepting each monthly housing assistance payments he will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

If requested, the owner must give the PCHA information on rents charged by the owner for other units in the premises or elsewhere.

The data for other unassisted units will be gathered from newspapers, realtors, professional associations, market surveys, and other available sources.

RENT REASONABLENESS CONT'D

The market areas for rent reasonableness are zip codes within the PCHA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

In addition to the unit passing the required inspection, it must also pass a rent reasonableness test. The Panama City Housing Authority must certify that the contract rent for each unit for which a lease has been approved is:

- Reasonable in relation to rents currently being charged for comparable units in the private, unassisted market.
- Not in excess of rents currently being charged by the owner for comparable unassisted units. The items that are surveyed to make the determination that the unit is reasonably priced include:
 1. **Location of unit** within the community, including whether the unit is located in a transitional neighborhood where the rental may be higher or lower than usual, and the availability and accessibility of public transportation to schools, stores and medical facilities.
 2. **Unit size**, including number of bedrooms, bathrooms and square feet of living space.
 3. **Unit type**, such as garden apartment, elevator building, townhouse, single-family houses.
 4. **Quality**- the extent to which the unit meets or exceeds the Housing Quality Standard.
 5. **Amenities**, including air conditioning, carpeting, dishwasher, washer/dryer connections, garbage disposal, location of the unit within the building, etc.
 6. **Housing Services**, programs offered, facilities, including availability of playgrounds, storage, parking etc.
 7. **Management and Maintenance Service**, provided, such as frequency of unit and grounds upkeep, availability of on-site resident manager and services, etc.



- 8. **Date**, unit was built or substantial rehabilitation.
- 9. **Utilities** that are included in rent.

PAYMENT STANDARDS

What Are They?

FACT OF PRIDE

The Panama City Housing Authority strives to assure equal access to safe quality housing for low and moderate income families throughout the community.

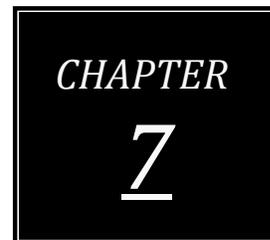
Section 8 Housing Choice Voucher Payment Standards are implemented by the Panama City Housing Authority and established based on current fair market rents. The payment standard represents the maximum amount of

subsidy that the Panama City Housing Authority will allow for a family based upon the bedroom size allowed on the Housing Choice Voucher. Rents for the Housing Choice Voucher Program are negotiated by the family and the landlord, with the assistance of PCHA if requested. The Payment Standard is used to calculate the housing assistance payment for a family.

PAYMENT STANDARDS FOR THE PANAMA CITY HOUSING AUTHORITY
EFFECTIVE 02/01/2017

0 BEDROOM	\$633.00
1 BEDROOM	\$732.00
2 BEDROOM	\$854.00
3 BEDROOM	\$1223.00
4 BEDROOM	\$1448.00

Note: The payment Standard represents the maximum subsidy the Panama City Housing Authority will allow (based on bedroom size). THIS DOES NOT MEAN THAT RENT WILL BE APPROVED AT THE MAXIMUM AMOUNT. The Panama City Housing Authority will approve a proposed rent - after considering the client's income, the payment standard, the rent reasonableness data for the unit, as well as, which party (owner or tenant) is responsible for which utilities.



UTILITIES

What Every Owner Needs to Know

The Panama City Housing Authority factors in which party is responsible for the payment of Electricity, Natural Gas, Water, Sewer and/ or Trash Service when considering a Request for Tenancy Approval. The agency establishes Utility Allowances based on the type of unit the number of bedrooms in the unit. The Utility Allowances provide an estimate of the average monthly cost for utilities that the family can expect to pay. The utility Allowance is NOT meant to determine the EXACT cost of the family's monthly utilities but only serves as an estimation of the cost per month. The Utility Allowance is considered when examining the Request for Tenancy Approval because the agency must ensure that the tenant can afford BOTH their rent portion as well as the utilities for the unit. In addition, considering the Utility Allowance also helps to determine the reasonable rent for the unit (i.e. if the landlord is paying ALL utilities then a proposed higher rent is more reasonable).

Before a Request for Tenancy Approval can be considered the owner should advise the agency of the following:

Which Party (owner/tenant) will be responsible for payment of utilities.

UTILITIES CONT'D

The landlord is responsible for the utilities during the lease term as specified by the HAP Contract and the lease agreement (both MUST match). Neither the landlord nor the tenant may make changes regarding who is responsible for the utilities (during the term of the HAP Contract) without FIRST notifying and receiving approval from the Panama City Housing Authority.

If a tenant has failed to maintain utility service as outlined in the lease agreement and HAP Contract, the owner should immediately notify the Panama City Housing Authority, as this is considered a violation of the tenant's obligations as a Section 8 Participant.

If the owner has failed to maintain utility services as outlined in the lease agreement and HAP Contract, the client should notify the Panama City Housing Authority immediately, as this is considered an owner breach of the HAP Contract.

Note: The owner should provide verification, upon request, as to which entity provides electric, water, sewer and trash service to a perspective unit.

CHAPTER

8

7

THE REQUEST FOR TENANCY APPROVAL

Completion and Processing

After families have been issued a voucher, they may search for a unit anywhere within Bay County. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payment Contract with the Panama City Housing Authority. The family must submit the Request for Tenancy Approval (RFTA) in the form and manner required by the Panama City Housing Authority. If the RFTA is not fully completed and signed by both the tenant and the owner, the RFTA will be rejected by the agency.

The Panama City Housing Authority will NOT permit the family to submit more than 1 (one) RFTA at a time.

The RFTA will be approved if:

1. The unit is an eligible type of housing.
2. The owner is in good standing with the Panama City Housing Authority AND has submitted all paper work (as outlined in Chapter 12- becoming a Landlord with the Panama City Housing Authority).
3. The owner does **NOT** have any conflict of interest (The owner **MAY NOT** be the parent, child, grandparent, grandchild, sister, brother, husband, wife or ANY other member of the tenants family – **UNLESS** the Panama City Housing Authority has been notified of and approved such a relationship as a reasonable accommodation for a family member with a disability).

THE REQUEST FOR TENANCY APPROVAL CONT'D

4. The unit meets HUD's Housing Quality Standard (after inspection).
5. The rent is determined to be reasonable.
6. The Security Deposit may NOT exceed 1 (one) month's full contract rent.
7. The proposed lease complies with HUD and Panama City Housing Authority requirements (see Chapter 2- The Lease Agreement).

Disapproval of a Request for Tenancy Approval

If the Panama City Housing Authority determines that the RFTA cannot be approved for any reason, the landlord and the tenant will be notified. The Panama City Housing Authority will instruct the owner and family of the steps necessary to approve the RFTA (if available).

If approval is contingent upon owner lowering the rent of the unit – then the Panama City Housing Authority may assist the tenant in negotiating the rent of the unit. If the landlord agrees to the Panama City Housing Authority's request to lower the proposed rent of the unit, so that the tenant may qualify – the owner may **NOT** request or require the tenant to pay the difference in a separate written or verbal agreement.

LANDLORD GUIDE TO THE HOUSING CHOICE VOUCHER PROGRAM

Request for Tenancy Approval Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 4/30/2014)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. The Department of Housing and Urban Development (HUD) is authorized to collect information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the data on the family's selected unit is mandatory. The information is used to determine if the unit is eligible for rental assistance. HUD may disclose this information to Federal, State, and local agencies when relevant civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher assistance.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, apartment number, city, State & zip code)			
3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection	

9. Type of House/Apartment

Single Family Detached
 Semi-Detached / Row House
 Manufactured Home
 Garden / Walkup
 Elevator / High-Rise

10. If this unit is subsidized, indicate type of subsidy.

Section 202
 Section 221(d)(3)(BMIR)
 Section 236 (Insured or noninsured)
 Section 515 Rural Development

Home
 Tax Credit

Other (Describe Other Subsidy, Including Any State or Local Subsidy) _____

11. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Other Electric	SAMPLE		
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			
Other (specify)			

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12. Owner's Certifications.

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. **Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.**

Address and unit number	Date Rented	Rental Amount
1.		
2.		
3.		

b. 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.

c. Check one of the following:

_____ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

_____ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

_____ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. **The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.**

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

OWNER DISAPPROVAL AND RESTRICTION

Cause and Consequences

The regulations define when the Panama City Housing Authority must disallow an owner to participate in the program. The regulations also provide the Panama City Housing Authority with discretion to disapprove or otherwise restrict the participation of owners in certain categories. In addition, owner does not have a right to receive housing assistance payments if he/she has not complied with or breached the terms of the HAP Contract in ANY way. **The owner does not have a right to participate in the program. For purpose of this section, “owner” includes a principal or other interested party.**

PCHA will disapprove an owner for the following reasons:

HUD has informed the PCHA that the owner has been disbarred, suspended, or subject to a limited denial of participation.

HUD has informed the PCHA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

The owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. The PCHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability. (In Cases where the owner and tenant bear the same last name, the PCHA may, at its discretion, require the family and/ or owner certify whether they are related to each other in any way).

PCHA will disapprove an owner for the following reasons: cont'd

The owner has violated obligations under a Housing Assistance Payments contract.

The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs.

The owner has a history of renting units that fail to meet state or local housing codes.

The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

Threatens the right to peaceful enjoyment of the premises by other residents.

Threatens the health or safety of other residents, employees of the PCHA, or owner's employees or other persons engaged in management of the housing.

Threatens the health or safety of, or the right to peaceful enjoyment of their residence, by person residing in the immediate vicinity of the premises.

Is drug-related criminal activity or violent criminal activity.

The owner has not paid state or local real estate taxes, fines or assessments.

Owner Restrictions and Penalties

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, the PCHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The PCHA may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner the PCHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

Change in Ownership

A change in ownership does not require execution of a new contract and lease.

The PCHA may approve the assignment of the HAP contract at the old owner's request. The PCHA may approve the assignment, since they are a party to the contract. The PCHA may deny approval of assignment of the contract.

Securing/Selecting a Tenant

How Do I Rent to a Section 8 Participant?

The landlord is responsible for screening perspective tenants. Owners are encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy. The Panama City Housing Authority will provide documentation regarding a tenant's history with past landlords, if present and if requested by a perspective landlord. Any request for information should be provided in writing.

A section 8 participant who has been approved to transfer to a new unit will be issued a Housing Choice Voucher. A prospective landlord may request to review the voucher to verify that an individual is an active participant. An owner may verify the number of bedrooms for which the client qualifies and the expiration date of the voucher.

Limit of Panama City Housing Authority Responsibility

The Panama City Housing Authority reviews the eligibility of each participant, at least annually, to verify the current house hold income and family composition. However, the landlord should certify the

Limit of Panama City Housing Authority Responsibility Cont'd

Suitability of the prospective tenant using his/her own methods. The Panama City Housing Authority is not responsible for the action of any tenant. If a tenant fails to comply with the terms of the lease and/or damages a unit above/beyond normal wear and tear – the landlord should enforce the lease per the Florida law and inform the agency of all program/lease violations.

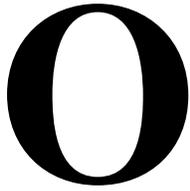
Advertisement

The perspective landlord should advertise as he/she would to obtain any unassisted tenant. Advertising in the local newspaper and placing “For Rent” or “Available” signs at the property have proven to be successful techniques.

Note: Word-of-Mouth is also a great way to solicit perspective tenants. Once an owner has secured the reputation of being a “Great Landlord”, individuals will seek him/her out for an opportunity to rent.

PAYMENT TO OWNER

Initial Payment and Beyond



Once the Hap Contract is executed, the PCHA begins processing payment to the landlord.

Remember, before an Initial HAP Contract can be executed.

1. A completed RFTA must be submitted to PCHA.
2. The proposed owner must be approved by PCHA.
3. The RFTA must be approved by PCHA.
4. The proposed unit must pass an Initial HQS Inspection.
5. The contract rent must be determined reasonable (determined during the inspection process).
6. The PCHA must verify that utilities are on and appliances are operable.
7. Contracts, lease and addendum must be executed by all parties (owner, tenant and PCHA) prior to but no later than the effective date of said documents.

Landlords could possibly expect a delay in receiving the first Housing Assistance Payment from the Panama City Housing Authority. Depending on the effective date of the Housing Assistance Payment (HAP) Contract, payment may be delayed due to our monthly cycle. When this occurs, the owner will receive a lump-sum payment, retro-active to the effective contract date.

Pro-Ration

If the Hap Contract does not start on the 1st of the month, that month's payment will be prorated by the number of days in that month that the unit is under contract.

Payments to Owner during the Term of the HAP Contract

During the term of the HAP Contract, the Panama City Housing Authority will make monthly Housing Assistance Payments to the owner, on behalf of the family, at the beginning of each month. Housing Assistance Payments will only be paid to the owner while the family is residing in the assisted unit during the term of the HAP Contract. The PCHA will not pay a Housing Assistance Payment to the owner for any month after the month when the family moves out. Unless the owner has complied with all provisions of the HAP Contract, the owner does not have the right to receive housing assistance payments under the HAP Contract.

No payment will be made to the owner, neither at the initial entering of the contract, nor at the renewal of the contract:

- If the unit has not passed a HQS Inspection
- If a valid signed contract is NOT on file
- If an approved lease is NOT on file
- If the owner has NOT complied with the terms of the HAP Contract
- If the tenant has NOT complied with their Obligations as a Section 8 Participant.

Late Payments to Owner

The Panama City Housing Authority is NOT obligated to pay any late payment penalty if the delay is due to circumstance beyond PCHA's control or due to any breach of the HAP Contract (including of any of the following PCHA remedies: Recovery of overpayment, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

Payment Processing

Typically, the Panama City Housing Authority processes payments one time per month.

- Between the 1st and the 5th of the month

The Panama City Housing Authority has a mandatory direct deposit policy. Statement of the direct deposit will be provided by fax, with written request.

Excess Payments to Owner

The total rent paid by the tenant plus the PCHA housing payment to the owner, may not be more than the total contract rent (approved by the PCHA). The owner must immediately return any excess payments to the Panama City Housing Authority.

Note: It is a violation of the HAP Contract for the owner to require a tenant to pay the Panama City Housing Authority's portion of rent or late fees due to a delay in the receipt in the Panama City Housing Authority's portion of the rent.

CHAPTER
12

How to Become a Landlord with The Panama City Housing Authority

What Every Owner Will Need

IF you choose to become a Landlord with the Panama City Housing Authority, then the following paperwork must be contained in our files. **The following information must be submitted and approved BEFORE a Request for Tenancy Approval or CHANGE Of OWNERSHIP will be processed.**

All of the documents noted below are **REQUIRED**.

1. The owner's current home address.
2. The owner's current telephone number.
3. A copy of the owner's photo ID (if the property is individually owned).
4. A copy of the property manager and / or agent photo ID (if someone other than the owner will be managing the property)
5. A recorded copy of warranty deed for the unit(s) you would like to have subsidized
6. A completed W-9 Form
7. A copy of the management agreement, if the property is being managed by an individual or agency other than owner(s).
8. A copy of your Social Security Card or your Federal ID number. If a Federal ID number is used a copy of the confirmation page from the IRS is needed to confirm that this number represents you.
9. A completed Direct Deposit form (with a cancelled check)

FREQUENTLY ASKED QUESTIONS (FAQ's)

WHAT IS THE SECTION 8 PROGRAM? The Section 8 Program is federal rent subsidy program that assist low-income households with monthly rent payments.

HOW DOES SECTION 8 WORK? The Panama City Housing Authority administers funds received from the U.S. Department of Housing and Urban Development (HUD) and distributes them, in the form of Section 8 Housing Choice Vouchers, to eligible families and individuals. A voucher allows program participants to rent housing that meets their needs at a price they can afford.

HOW DOES A SECTION 8 VOUCHER WORK? All eligible families are required to pay at least 30% (but no more than 40% initially) of their monthly-adjusted income toward rent and utilities, directly to the landlord. The Panama City Housing Authority pays the landlord the difference between the Contract Rent and the tenant's portion. A tenant must find housing within 60 days or risk losing the voucher.

HOW IS AN ELIGIBLE SECTION 8 PROGRAM PARTICIPANT SELECTED? The Panama City Housing Authority reviews the eligibility of the participant(s) based on household income and family composition. The landlord is responsible for screening occupants of the rental unit. The screening process must be in accordance with federal, state and local equal opportunity laws.

MY HOUSE IS NEW (JUST CONSTRUCTED) – DOES IT STILL NEED TO BE INSPECTED? Yes, once the Request for Tenancy Approval has been processed and approved – the unit must be inspected. All units subsidized by the Section 8 Housing Choice Boucher Program must be inspected to verify that all aspects of the unit meet the minimum Housing Quality Standards, regardless of whether or not the unit is a new construction.

WHAT HAPPENS IF MY TENANT MOVES IN BEFORE THE UNIT PASSES INSPECTION? – The Housing Assistance Payment Contract cannot be executed until the contract unit passes inspection. Therefore, no payments will be made until the unit has passed inspection and all required paperwork had been received and approved by the Panama City Housing Authority. If you elected to allow the tenant to move-in prior to the unit passing inspection, you will have to negotiate and collect rent independent of the Panama City Housing Authority.

WHAT DOCUMENTS SHOULD I REVIEW/COLLECT PRIOR TO COMPLETING THE REQUEST FOR TENANCY APPROVAL? All clients eligible to transfer to a new unit should have a current Housing Choice Voucher in their possession. You should verify that the Voucher has NOT yet expired and that the bedroom size on the voucher corresponds to the bedroom size that the client states they are eligible for. In addition, you should have the potential tenant complete any rental application, and reference information that you require. Once you have determined that the client is suitable for your unit, then complete and submit the Request for Tenancy Approval.

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HOW LONG DOES OR WILL IT TAKE FOR THE PANAMA CITY HOUSING AUTHORITY TO APPROVE/DISAPPROVE THE REQUEST FOR TENANCY APPROVAL? Typically, the PCHA will notify the owner and the tenant of the status of the RFTA within ten (10) days.

FREQUENTLY ASKED QUESTIONS (FAQ's) cont'd

HOW LONG WILL IT TAKE FOR THE UNIT TO BE INSPECTED AFTER THE RFTA IS APPROVED? Typically, the PCHA will inspect the proposed unit and notify the owner/tenant of the outcome within ten (10) days.

HOW DO I KNOW HOW MUCH RENT TO CHARGE MY TENANT – IF I HAVE NOT YET RECEIVED OFFICIAL NOTIFICATION FROM THE PANAMA CITY HOUSING AUTHORITY OF THE CLIENT'S RENT PORTION? When a tenant receives the voucher from their Housing Office, they are instructed to pay their TTP (Total Tenant Payment) until they receive an official letter from the Housing Authority of their new rent portion. This amount should be notated at the bottom of the client's Housing Choice Voucher (which should be reviewed by you – prior to completing the Request for Tenancy Approval) If there is any discrepancy, the tenant's Housing Office can be contacted for clarification.

WHAT HAPPENS IF THE PANAMA CITY HOUSING AUTHORITY TERMINATES THE CLIENT'S ASSISTANCE IN THE MIDDLE OF THE LEASE AGREEMENT? When the Panama City Housing Authority terminates the housing assistance payment due to the client's non-compliance with program regulations, then the lease agreement is terminated – regardless of whether or not the lease has naturally expired. The PCHA may NOT continue payments on behalf of a client who has not complied with the rules of the program.

WHAT HAPPENS IF MY TENANT RECEIVES A TERMINATION LETTER? If your tenant is issued an "intent to Terminate Assistance" letter – then the owner will also receive a letter to notify them that the agency intends to terminate the client's assistance and the date that the termination is to be effective. Once a client receives a termination letter, they have the right to request an Informal Meeting to dispute the agency's intention. If your tenant request an Informal Meeting regarding a pending termination you will be notified via a copy of the meeting appointment letter. The agency will continue to make housing assistance payments until the results of the Informal Meeting have been finalized.

WHAT IF MY TENANT VIOLATES THE LEASE AGREEMENT? The individual landlord/owner is responsible for enforcing the terms/conditions of the lease agreement. However, the landlord should always provide the agency with copies of notices sent to the tenant regarding lease violations (7 day Notices, 3 Day Notice, Warnings etc.). In general, a Section 8 Participant should be treated no differently than any other unassisted tenant. If our client is committing serious/repeated violations of the lease – then the landlord should enforce the lease in

accordance with Florida law (providing, copies of all paperwork to the Panama City Housing Authority. The Panama City Housing Authority can act as arbitrator to help resolve problems and, upon written request, the Housing Office will counsel the family regarding a repeated problem the landlord may be experiencing with a tenant, only after the landlord has personally tried to resolve the matter first himself.

FREQUENTLY ASKED QUESTIONS (FAQ's) cont'd

WHAT IF I WANT TO BREAK THE TENANT'S LEASE BEFORE IT EXPIRES? The Panama City Housing Authority does not allow tenants and landlords to “mutually rescind” a lease that is in its initial term (first year). If landlord wants to break the lease because the tenant is violating the lease – then he/she should proceed with lease enforcement (up to and including eviction) in accordance with Florida Law. The Panama City Housing Authority discourages landlords from “mutually rescinding” leases to avoid lease enforcement. This practice prevents the agency from being aware the client seems to be having compliance issues and transfers a client to a new unit (without addressing the problems/issues at the previous unit). If the landlord is selling the property, the HAP Contract may be transferred to the new owner (upon Panama City Housing Authority approval).

WHEN CAN I REQUEST A RENT INCREASES? HOW MUCH CAN I ASK FOR? The owner is required to notify the Panama City Housing Authority, in writing at least sixty (60) days before any change in the amount of rent to owner is scheduled to go into effect. Any requested change in the rent to owner will be subject to approval. No change will be approved until after the initial lease.

Note: The Panama City Housing Authority considers the owners who participate in the Housing Choice Voucher as out “business partner”. As such, feedback from our owners is always appreciated and useful in examining and enhancing our business practice.

Glossary

ABATEMENT – Cessation, discontinuation of payment. Units that fail to meet minimum Housing Quality standards.

ANNUAL INSPECTION – A Housing Quality Standards Inspection conducted on or near the anniversary date of the HAP Contract.

CONTRACT UNIT – The housing unit rented by the tenant with assistance under the program.

HAP CONTRACT – The Housing Assistance Payment contract between the PHA. The PHA pays housing assistance payments to the owner in accordance with the HAP Contract.

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

INITIAL INSPECTION – A Housing Quality Standards Inspection conducted before a HAP Contract’s entered into with the owner on behalf of the family.

LEASE – The Written agreement between the owner and the tenant for lease of the contract unit to the tenant. The lease includes the Tenancy Addendum.

PHA – Public Housing Agency (i.e. The Panama City Housing Authority)

QUALITY CONTROL INSPECTION – Housing Quality Standards Inspection conducted to monitor the inspection process and verify that inspections are being conducted in accordance with program requirements.

RENT TO OWNER – The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

RENT REASONABLENESS – Certification that the contract rent of the assisted unit is reasonable in relation to rents currently being charged to comparable units in the private, unassisted market.

RFTA (REQUEST FOR TENANCY APPROVAL) – A HUD form that a prospective owner must submit to request that a particular unit be considered as a subsidized unit for a particular family.

SPECIAL INSPECTION – A Housing Quality Standards Inspection conducted as a result of a family, owner or community complaint.

TENANCY ADDENDUM – A HUD document that is an addendum to every Section 8 participant’s lease.

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UNIT - The address subsidized by the Housing Choice Voucher Program.

UTILITY ALLOWANCE – A schedule reflecting the estimated cost of utilities based on the type of unit, the number of bedrooms in the unit, as well as the specific utilities involved (electric, gas, water, sewer, trash)