

Welcome

Welcome to the Randolph County Housing Authority (RCHA) Section 8 Housing Choice Voucher Rental Assistance Program! We hope this handbook will be helpful to you in providing a summary of our program. This is a small sample of the HUD rules and regulations that govern our work. While we tried to fit in most important information, there simply is no way to include everything. So we encourage you, as owners of assisted units, prospective landlords for the program, or interested members of the community to ask questions. While we are bound by the rules in large part, we are open to ideas and suggestions on how to improve. Our staff is committed to providing professional, friendly service to all participants of the program. If we don't know the answer, we'll research the issue to find out. We appreciate your participation in this program. We believe it is working to make the communities we serve stronger and healthier.

Program Overview

The Section 8 Housing Choice Voucher (HCV) Program is a rental assistance program designed to help low income households afford safe, sanitary, decent housing. Because the subsidy in this program is attached to the household rather than to a specific apartment, the family has flexibility in choosing a unit that best suits their household. Within program guidelines, we can assist families at single-family homes, duplexes, apartments, townhouses, and mobile homes.

At Randolph County Housing Authority, we administer vouchers to families in five West Virginia counties including Randolph, Barbour, Tucker, Lewis and Pendleton.

Eligibility for the HCV program is based on total gross income of the family and family size in comparison with median income for the jurisdiction. Eligibility is limited to U.S. citizens and certain categories of eligible non-citizens. Those with certain criminal histories may not be eligible.

Landlord Benefits of HCV Program Participation

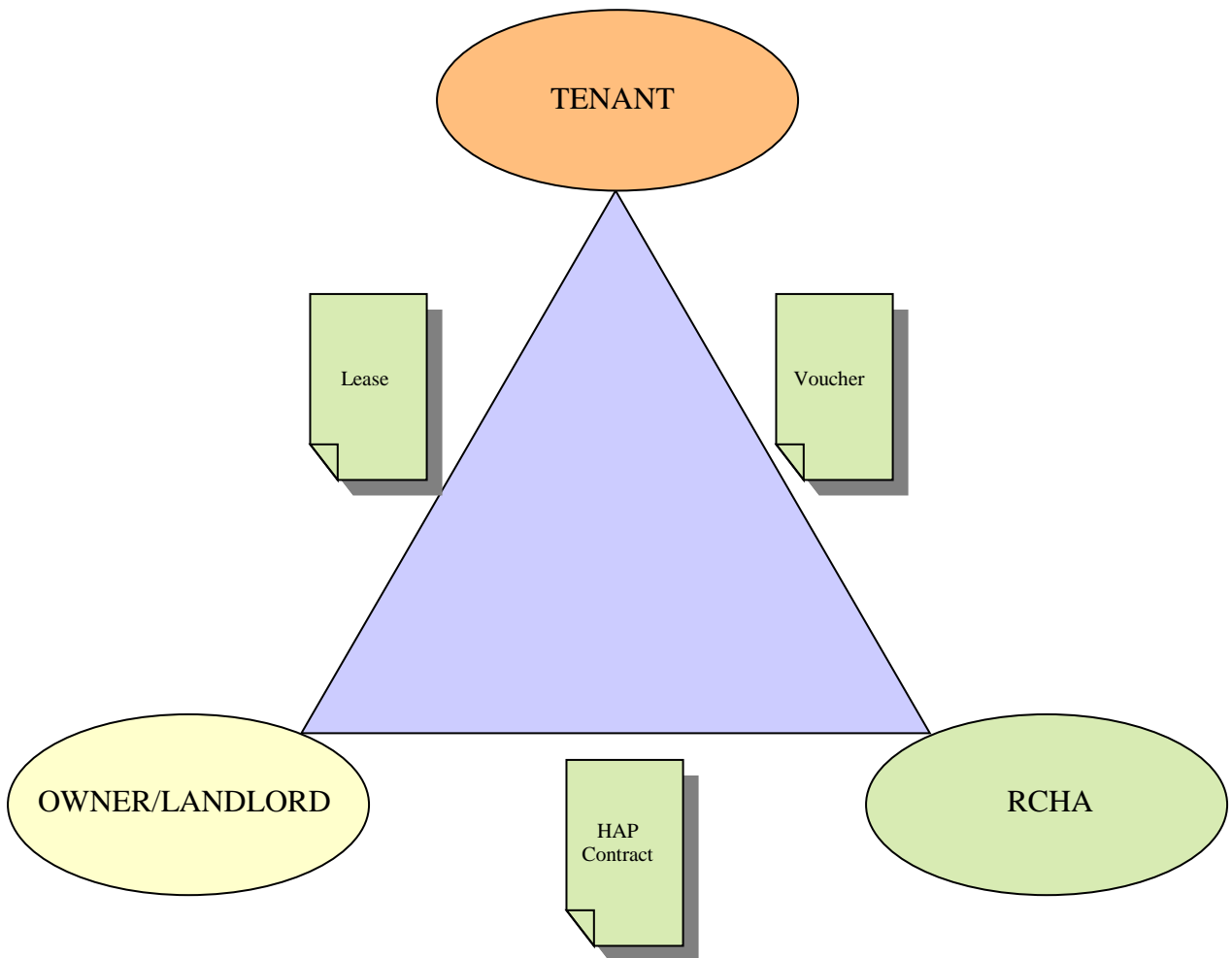
Participation in the Section 8 HCV Program can be a winning situation for landlords on many levels:

- As a landlord, you are guaranteed the Housing Assistance Payment (HAP), or housing authority portion of the rent, as long as the tenant family is a participant in the program. RCHA direct deposits this portion of rent to your account the third working day of each month. (You can find a blank direct deposit sign-up form in the appendix of this handbook.)
- As a member of the community, you can be confident that you are assisting to build healthy, diversified neighborhoods by providing safe, well-maintained rental units to those who may not otherwise have access to such housing opportunities while still receiving market rents for those units.

- RCHA will inspect your unit prior to beginning assistance and at least once a year thereafter to ensure compliance with HUD’s prescribed Housing Quality Standards (HQS). It is a terrific tool for the landlord to have an extra set of eyes assessing the safety, and therefore liability, issues for the unit, as well as the housekeeping and upkeep by the tenant. Because your unit is consistently maintained, the resale value is protected and subsequent lease-ups are quicker.
- Because your tenant has a responsibility under the program to comply with the lease (i.e. pay their portion of the rent), the rental assistance they receive is often an added incentive over that of a non-assisted tenant to pay their rent, follow the lease, etc.
- Depending on how long the tenant has participated in the program, RCHA can often give you information on a tenant’s rental history and housekeeping habits, which is a real help during your tenant screening process.

Responsibilities within the Section 8 HCV Program

The Section 8 HCV Program forms a triangle of interrelated connections between the tenant, landlord and RCHA.



Housing Authority Responsibilities

Our goal is to ensure that our responsibilities are being met in the most prompt, professional, friendly manner possible. The responsibilities of RCHA include, but are not limited to:

- Process applicants to ensure they are eligible for the program, educated about responsibilities under the program, and provide information about how to search for a unit.
- Review the information submitted on the RTFA to ensure that the unit is affordable for the family. (The tenant portion of rent must be no less than 30% and no more than 40% of the family's adjusted monthly income).
- Inspect the rental unit prior to beginning assistance to ensure it meets Housing Quality Standards (HQS).
- Ensure the owner is eligible under the rules of the program.
- Make housing assistance payments to landlords in a timely manner.
- Ensure through annual reviews and HQS inspections that the family and unit continue to qualify under the program guidelines.
- Ensure that both the family and the owner continuously comply with program rules.

Owner/Landlord Responsibilities

The main role of the landlord in the voucher program is to provide decent, safe and sanitary housing to tenants at a reasonable rent. For this to work effectively, the owner must:

- **Screen all applicants** (both HCV participants and private) equally to determine if they will be good tenants. You can evaluate them on many criteria, including
 - Payment of rent and utilities;
 - Housekeeping/upkeep habits;
 - History of being a good neighbor or disturbing the neighborhood;
 - Criminal history of activity that is a threat to others' safety, property, or right to peaceful enjoyment of the neighborhood, etc.
- **Comply with all applicable Federal, State, and Local Regulations, Fair Housing Laws, and Landlord-Tenant Laws.** A few links that might assist you are:
 - Federal Laws - <http://www.civilrights.org/fairhousing/laws/federal.html>
 - WV State Code – <http://www.legis.state.wv.us/WVCODE/Code.cfm>
- **Enforce the Lease between yourself and your tenant.**
 - Ensure the tenant pays their portion of rent. Many landlords, in an effort to be kind, allow tenants to fall behind. However, to let a low-income tenant build a large balance is not kind in the end, when the balance is so large they have no way to pay it. It is one of the tenant's obligations to pay their portion of the rent in full every month.

- RCHA suggests that you perform periodic landlord inspections at your units to check on the tenant's housekeeping habits and/or identify necessary preventative repairs that may be necessary. This keeps you from being surprised during an annual RCHA HQS inspection.
- **Maintain the rental unit to minimum HQS** throughout the tenancy by making repairs or performing routine maintenance as necessary.
 - Comply with periodic inspections of assisted units by RCHA staff. These will be performed at least annually.
 - Promptly make repairs to correct deficiencies reported by your tenant or RCHA staff in a timely fashion.
 - Make emergency repairs (i.e. no heat during cold weather, gas leak, water leak, etc.) within 24 hours of notification.
- **Comply with the HAP Contract** between yourself and RCHA. See information on HAP contracts beginning on page 11 of this handbook.
- **Keep RCHA updated on your contact information** so that we may notify you either by phone or mail about scheduled inspections, inspection reports, or any interim issues that may arise.

Tenant Family Responsibilities

- Provide RCHA and the owner with complete and accurate information.
- Find a unit that is eligible under the program and that is suitable for the family.
- Comply with all family obligations under the HCV program, including but not limited to:
 - Attend all appointments scheduled by RCHA,
 - Comply with terms of the lease with the landlord,
 - Pay tenant portion of rent in a timely fashion,
 - Meet minimum housekeeping standards, and
 - Promptly notify owners of deficiencies at or damages to the rental unit.

Becoming a Landlord

- Required Paperwork
 - If you have never dealt with the Section 8 HCV program, RCHA will ask you for certain information including legal proof of ownership, taxpayer identification information, direct deposit information, etc. This is necessary to ensure we have everything necessary to properly and promptly process HAP according to program guidelines.
- Property Managers Acting on Behalf of Owners
 - If you are the owner of the rental unit, but you plan on having someone else act on your behalf as property manager, you will need to give written permission to RCHA allowing that person to conduct rental business on your behalf.

- Ineligible Landlords
 - Under certain rare conditions, the Housing Authority must deny a Landlord participation in the HCV program. Reasons for this would include:
 - The PHA has been notified by HUD that the owner has been debarred, suspended, or is subject to a limited denial of participation by HUD.
 - The government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other equal opportunity requirements.
 - The owner is the parent, child, grandparent, grandchild, sister or brother of any member of the tenant family. An exception to this rule can be made as a reasonable accommodation for a family member with disabilities.

The Lease-up Process

The following steps are necessary to lease up a unit under the HCV program:

- **STEP 1: Find a Tenant/Submit RFTA Paperwork**
 - You will know if a prospective tenant has a voucher, because they will bring you Request for Tenancy Approval (RFTA) paperwork to complete. Before completing the paperwork, you should:
 - Ask the tenant if they have submitted rent and utility information to RCHA to ensure the unit is affordable for them at the rent you are charging.
 - Screen the tenant as you would any other to determine they meet your standards.

See the sample RFTA in the appendix of this handbook for RFTA completion tips.

- **STEP 2: Housing Authority Approves Unit and Tenancy**
 - RCHA will review the RFTA to ensure the unit is affordable for the family
 - Within 15 days of RFTA receipt, RCHA will perform an initial inspection at the unit to ensure it meets HQS. If it does not pass, a reasonable time will be given to make repairs. (See more on HQS requirements on beginning on page 7 of this handbook.)
 - RCHA will review the unit and rent information to ensure the rent charged is reasonable in comparison to similar unassisted units in the area.
- **STEP 3: HAP Contract and Lease Signed**
 - Once the unit passes inspection, RCHA will draw up a **HAP contract** between itself and the Landlord.
 - The beginning date of the contract will be determined by when the unit passed inspection.
 - If the unit passed on or before the 20th of the month, the assistance will generally begin the same day. If the unit passed after the 20th of the month, it will generally begin on the first day of the following month.

- RCHA will send the HAP Contract to you for your signature
 - RCHA will also send you notification of how much rent you should collect from the tenant and how much will be paid by the Housing Authority.
 - This is also the time the tenant and landlord will enter into a **lease** for the unit.
 - As a landlord, you may choose to use your own lease form, or RCHA's model lease.
 - If you use your own lease form, it must include:
 - The name of the tenant family living in the unit,
 - The name of the landlord/owner,
 - The address of the unit rented, including apartment number,
 - The term of the lease,
 - The amount of monthly rent,
 - Which utilities are supplied and paid by the landlord,
 - Which utilities are supplied and paid by the tenant, and
 - Which appliances are supplied by the tenant or landlord.
 - No matter which lease form you choose, the dates on the lease must match the HAP Contract dates exactly.
 - No matter which lease form you choose, the HUD Tenancy Addendum must be attached. You can find a copy of the HUD Tenancy Addendum in the appendix portion of this handbook.
 - Please note that when there is a difference between a landlord lease and the tenancy addendum, the tenancy addendum will control.
 - The initial lease for the unit must be one year.
 - As part of your lease negotiations, you will need to decide whether you will automatically continue the lease on a month-to-month basis after the first year, or if you will require the tenant to renew the lease for another year.
- **STEP 4: Housing Assistance Payments Begin!**
 - After you have signed and submitted the HAP Contract and lease, RCHA can begin paying HAP to the owner. These payments will continue as long as the family remains eligible for the program and the unit qualifies under the program. (See more information on terminations beginning on page 12 of this handbook).
 - RCHA direct deposits all recurring HAP payments on the third working day of each month. In order for payment to be released on the third working day, new lease and contracts must be received by RCHA on or before the 20th of the previous month.
 - Payments for new contracts that miss the deadline for the third working day payments may receive initial payments on the 15th of the month (or first working day thereafter if the 15th is not a working day.) In order for funds to be released on the 15th, the new lease and contract must be received by RCHA on or before the 10th of the month.

Housing Quality Standards (HQS)

Housing Quality Standards (HQS) are not about beautification, but rather safety of your unit. People deserve to live in safe, decent housing, and HQS helps to ensure that for program participants.

It is especially nice all around for a rental unit to pass on the first inspection. To help you prepare for the inspection, we have provided a room-by-room summary of what the inspector will be looking for, below. Please note that the rules governing HQS are extensive, so this is only an overview HQS, and not an all inclusive list.

- **Living Room**

- Is there a living room?
- Are there at least two working outlets
- Or
One working outlet and one working light fixture?
- Is the room free of electrical hazards?
- Can the windows and doors that are accessible from the outside be locked?
- Is there at least one window, and are all windows free of signs of sever deterioration or missing or broken windowpanes?
- Are the walls, ceilings, and floors in good condition and free of hazardous defects?

- **Kitchen**

- Is there a kitchen?
- Are there at least one working outlet AND one working, permanently installed light fixture?
- Is the kitchen free of electrical hazards?
- Can the windows and doors that are accessible from the outside be locked?
- Are all windows free of signs of deterioration or missing or broken windowpanes?
- Are the walls, ceilings, and floors in good condition and free of hazardous defects?
- Is there a working refrigerator that maintains a temperature low enough so that food does not spoil over a reasonable period of time?
- Is there a working kitchen sink with hot and cold running water?
- Does the sink have a functioning stopper?
- Is there space to store, prepare, and serve food?
- Is there a working oven and a stove (or range) with working burners?
 - If not, is there a microwave oven?
 - If there is a microwave oven, and it is owner-supplied, do other tenants have microwaves instead of ovens and stoves (or ranges)?

- **Bathroom**

- Is there a bathroom?
- Is there at least one permanently installed light fixture?
- Is the bathroom free of electrical hazards?

- Is there a window that can be opened or a working vent system?
 - Can the windows and doors that are accessible from the outside be locked?
 - Are all windows free of signs of deterioration or missing or broken windowpanes?
 - Are the walls, ceilings, and floors in good condition and free of hazardous defects?
 - Is there a working toilet in the unit, and is that toilet area private (i.e. separated from other areas with a door or curtain)?
 - Is there a working, permanently installed wash basin with hot and cold running water in the unit?
 - Is there a working tub or shower with hot and cold running water in the unit?
 - Do all sinks have a functioning stopper?
- **Other Rooms Used for Living and Halls**
 - If the room is used as a bedroom, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?
 - If the room is not used for sleeping, is there a means of illumination?
 - Is the room free of electrical hazards?
 - If the room is used as a bedroom, is there at least one window?
 - Are all windows free of signs of severe deterioration or missing or broken windowpanes?
 - Can the windows and doors that are accessible from the outside be locked?
 - Are walls, ceilings, and floors in good condition and free of hazardous defects?
 - Is there a working smoke detector on each level?
 - Do the smoke detectors meet the requirements of the Fire Administration Authorization Act of 1992?
 - In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?
- **All Secondary Rooms (not used for living, such as a laundry room)**
 - Can the windows and doors that are accessible from the outside be locked?
 - Are all rooms free of electrical hazards?
- **Building exterior**
 - Is the foundation sound and free of hazards?
 - Are all the exterior stairs, rails and porches sound and free of hazards?
 - Are the roof, gutters, and downspouts sound and free of hazards?
 - Are exterior surfaces sound and free of hazards?
 - Is the chimney sound and free of hazards?
 - If the unit is a manufactured home, is it properly placed and tied down?
 - RCHA will require written owner certification that manufactured homes are properly tied down when the inspector is unable to visually verify.

- **Heating and Plumbing**

- Is the heating equipment capable of providing adequate heat to all rooms used for living?
- Is the unit free of unvented fuel-burning space heaters and other unsafe heating conditions?
- Do the windows allow for adequate ventilation and cooling, or is there a working cooling system?
- Is the water heater safely located, equipped and installed?
- Is the unit served by an approved public or private sanitary water supply?
 - RCHA will require units at which water is supplied from a well to have a well water test performed, at the cost of the owner, by the county Health Department or a professional water testing company to determine if the water is safe.
 - Written test results must be provided to RCHA within 60 days of the initial inspection, and before assistance at the unit can begin.
- Is the plumbing free of major leaks or corrosion that causes serious and persistent levels of rust or contamination in the drinking water?
- Is the plumbing connected to an approved public or private disposal system, and is it free of sewer back-up?
 - At units served by a septic system, RCHA will require written owner verification that the septic system is properly installed, adequate for the unit, and functioning properly.

- **General Health and Safety**

- Can the unit be entered without having to go through another unit?
- Is there an alternative fire exit from the building that is not blocked and that meets local or state regulations as an acceptable exit?
- Is the unit free of rats and severe infestations of mice or vermin?
- Is the unit free of heavy accumulation of garbage or debris inside and outside?
- Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approved by a local agency?
- Are interior stairs and common halls free of hazards (i.e., inadequate lighting, missing or insecure railings, and loose, broken or missing steps?)
- Do all elevators have a current inspection certificate? Are they working and safe?
- Is the unit free of abnormally high levels of air pollution from vehicular exhaust?
- Are the site and immediate neighborhood free of conditions that would seriously and continuously endanger the health or safety of the residents?
- Whatever is present in the unit, whether required under HQS or not, must work.

- For example, the unit is not required to have a dishwasher. However, if a dishwasher is present, it must work properly.
 - All windows that are designed to be openable must open, and stay open without props.
 - All openable windows must have screens.
 - Is there a working smoke detector on each level?
 - Do the smoke detectors meet the requirements of the Fire Administration Authorization Act of 1992?
 - In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?
 - Are painted surfaces free of defective paint or adequately treated?
 - Of special concern is potential lead poisoning of children under six years of age.
 - If the unit was constructed before 1978 AND there is more than a certain square footage of chipped/peeling paint, the following rules will apply:
 - If you own a pre-1978 unit that requires paint stabilization, you must hire a certified lead-based paint inspector or risk assessor to determine if the paint in question is lead based.
 - If it is determined the paint is not lead based, your normal workmen may complete the work.
 - If it is determined the paint is lead based, workmen certified in lead based paint abatement must perform the work. They must use safe work practices to protect the occupants.
 - The owner must obtain a certificate from the certified workers that the lead based paint was successfully abated before assistance can begin at that unit.
- **Most Common Fail Conditions** include:
 - Nonfunctional Smoke Detectors (usually the battery)
 - Missing or cracked electrical outlet cover plates
 - Chipping/peeling paint
 - Inoperable stove burners
 - Improperly installed hot water tank discharge lines
 - Missing window screens
 - Failure of windows to stay open without props
 - Missing or inoperable sink stoppers
- **Violations of HQS**
 - HQS Regulations must be met prior to approving a unit for the program and throughout participation in the program.
 - If a unit is found to be in violation of HQS at any time during participation in the program, the owner will be notified and given a reasonable time to correct the deficiencies.
 - Life Threatening or Emergency deficiencies (i.e. no heat during cold weather) must be corrected within 24 hours.

- Non-emergency Deficiencies usually must be corrected within 30 days. Extensions are given rarely, and then only for very specific (i.e. weather related) issues.
- Failure to complete repairs by the deadline will result in abatement of HAP.
 - During the period of abatement, RCHA will make no HAP to the landlord.
 - During the period of abatement, the tenant is still responsible ONLY for their portion of the rent.
 - HAP can resume effective the date the unit passes the reinspection.
 - Abatements are necessary because tenants deserve to live in a safe, decent, sanitary conditions ensured by HQS, and failure to provide such conditions is in violation of HUD's regulations.
- Since prolonged deficiencies can cost landlords rent money, it is important to make repairs in a timely fashion.

The Housing Assistance Payments Contract

The Housing Assistance Payments Contract is the contract between the owner and RCHA. There is a sample HAP Contract in the appendix section of this handbook for your review. As always, we encourage you to read all documents thoroughly. However, here are some especially important highlights:

- **Security Deposit**
 - The HCV program is unable to assist tenants with their security deposits.
 - RCHA encourages owners to collect security deposits from their tenants.
 - The HAP contract states that the Landlord may collect security deposits from their tenants.
 - The owner/landlord may not collect a security deposit in excess of what they would collect from unassisted tenants.
- **Side Payments**
 - The owner must collect only the contract rent agreed to in the HAP Contract and associated Lease.
 - Owners are not permitted to collect side payment from the tenant or anyone on the tenant's behalf.
- **Rent Increases**
 - No rent increase is available during the first year of tenancy.
 - After the first year, a rent increase requires proper written notice from the landlord delivered to both the tenant and RCHA on or before the first of a month to be effective at least 60 days thereafter. (i.e. Written notice delivered to the tenant and RCHA on or before April 1 to be effective June 1)
- **Lease Renewals**
 - Please note that if you make the choice to have your tenant resign a lease each year (rather than go month-to-month after the initial one year term), you could be required to enter into a new HAP contract as well. In this case, you will be unable to raise rent until the effective date of the lease renewal. (This will still require a proper 60 day notice.)

- **Changes in the lease terms**
 - Changes in the lease, such as who is responsible for a utility or what kind of stove (gas or electric), require prior approval by RCHA AND will require a new one year lease and contract commitment from both the tenant and landlord.
- **Tenant Move-Out**
 - The owner must notify RCHA if the tenant moves out of the unit.
- **Evictions**
 - The owner must provide RCHA copies of all eviction notices and associated correspondence with the tenant
 - During the first year of any HAP contract, the owner may only evict the tenant through magistrate court.
 - See the Termination of Tenancy/HAP Contract section of this handbook, below, for more information.

Termination of Tenancy / HAP Contract

- **Termination of Tenancy by the Tenant Family**
 - The family may terminate their tenancy in accordance with the lease and tenancy addendum.
 - The family may not terminate their tenancy during the first year or during the term of a lease/contract except in cases where they can provide written documentation from a treating professional that it is medically necessary for them to move.
 - Tenant may give proper notice to move by providing that notice in writing to the landlord and RCHA on or before the first of a month to be effective at the end of that month.
 - When in a lease, the effective date of this notice must correspond with the expiration date of the lease.
 - When the tenant is on a month-to-month basis, this 30 day notice can be effective at the end of any month.
- **Landlord termination of tenancy/contract**

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

 - Serious or repeated violations of the lease.
 - Violations of federal, state, or local law that impose obligations on the tenant in connection with the use or occupancy of the unit or premises.
 - Other good cause, including:
 - Failure of the family to accept the offer of a new lease or revision;
 - Tenant family history of disturbance of neighbors, destruction of property, or housekeeping habits resulting in damage to the property;
 - The owner's desire to use the unit for personal or family use, or a purpose other than residential;
 - Business or economic reasons, such as the sale of the property or renovation of the unit; and/or

- Involvement in any criminal or illegal activity that threatens the safety or right to peaceful enjoyment of the premises by other residents in the immediate vicinity or any drug-related or violent criminal activity on or near the premises.
 - Owner must give the tenant and RCHA written notice of grounds for termination of tenancy at or before the commencement of eviction proceedings.
 - The owner must give RCHA a copy of any eviction notice to the family.
 - During the initial one year lease term, or a subsequent one year lease/contract term, the owner may only evict the tenant through court action.
 - If the tenant is month-to-month or the effective date of the eviction coincides with the renewal date of the lease, the owner may choose to give a proper 30 day eviction notice to the family on or before the first of a month to be effective at the end of that month. In this case, the eviction would not require court action.
- **RCHA Termination of Housing Assistance**
 - If RCHA terminates rental assistance for the family, the HAP contract automatically terminates.
 - RCHA will always provide the owner with written notice of the termination of assistance.
 - Rental assistance can be terminated for failure to comply with family obligations under the program as well as for serious and repeated violations of the lease.
- **The Violence Against Women Act (VAWA)**
 - Under VAWA, landlords may not consider actual or threatened domestic violence, dating violence, or stalking as a cause for terminating the tenancy or occupancy of the victim.
 - The owner may still terminate the tenancy of the victim if they do so for a lease violation unrelated to the domestic violence or the victim's presence in the unit causes an imminent threat to others due to the situation.
 - VAWA provides the same protections to male victims of domestic violence as to female victims.
 - The landlord may bifurcate a lease, or divide the lease to remove the perpetrator from the lease (whether or not they are a signatory to the lease) while allowing the victim to remain at the unit without being penalized.

Thank You!

We hope this summary of the Section 8 Housing Choice Voucher Rental Assistance Program has been helpful to you as a current or prospective landlord. We welcome you to contact us with any questions, comments, or suggestions you may have. On the following page is a list of contact information and staff members associated with the program

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