

# GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

# Housing Choice Voucher Overview Training

## Introduction



The Housing Choice Voucher (HCV) program, formally known as Section 8, is a federal assistance program administered by local Public Housing Agencies (PHAs) and funded by the U.S. Department of Housing and Urban Development (HUD).



The rules and regulations of the HCV program are determined by HUD. The PHA is afforded some flexibility in the operation of the program which is included in the PHA's administrative plan, approved by the board of commissioners.



The Housing Choice Voucher program assists low-income families by providing rental assistance for safe, decent and affordable housing in the private market. Families must select a unit that meet federal Housing Quality Standards (HQS) and where rent do not exceed local comparisons.

## Roles and Responsibilities



#### **Housing Authority**

- Issues the Voucher
- Inspects rental unit
- Reviews lease
- Contracts with the landlord
- Pays rental assistance



#### **Family**

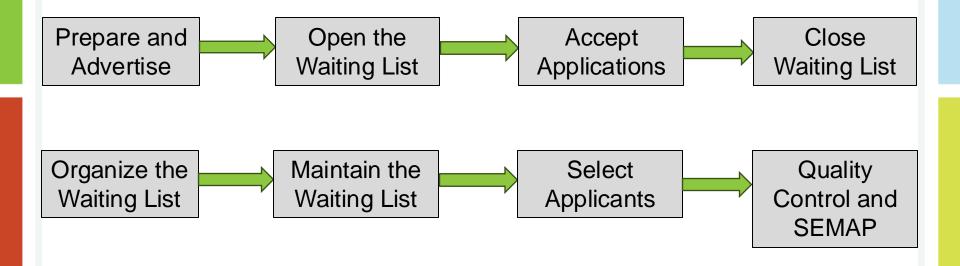
- Pays their portion of rent and utilities
- Follows program rules
- Is a good tenant
- Pays rent & utilities



#### Landlord

- Screens family
- Enforces lease
- Maintains unit
- Contracts with the Housing Authority
- Receives full contract rent

## **Application and Waiting List Process**



## Managing the Waiting List

- Any family that wishes to receive HCV assistance must apply for admission to the program.
- DCA will provide public notice that it is accepting applications for housing assistance.
- DCA will inform eligible applicants selected for the lottery pool.
- Accepted applicants are placed on the waiting list by date and time order.
- HUD may award a PHA funding for a specified category of families on the waiting list. The DCA provides Priority Preference to specified Special Programs which may qualify a family to be assisted without being placed on the waiting list. Families who are referred to and qualify for the Special Programs below receive Priority Preference.
- > VASH
- > DBHDD
- The Money Follows Person Demonstration Program
- Emergency Housing Voucher
- > 5-Year Mainstream Voucher

## **Eligibility**

The PHA is responsible for ensuring that every individual and family admitted to the HCV program meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by the PHA to confirm eligibility and determine the level of the family's assistance.

#### To be eligibility for the HCV program, the applicant family must:

- Qualify as a family as defined by HUD and the PHA.
- Have income at or below HUD-specified income limits.
- Qualify on the basis of citizenship or eligible immigrant status of family members.
- Provide social security number information for household members as required.
- Consent to the PHA's collection and use of family information as provided for in PHA provided consent forms.
- Not currently be receiving a duplicate subsidy.

The PHA must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or the PHA.

## **Eligibility Requirements**

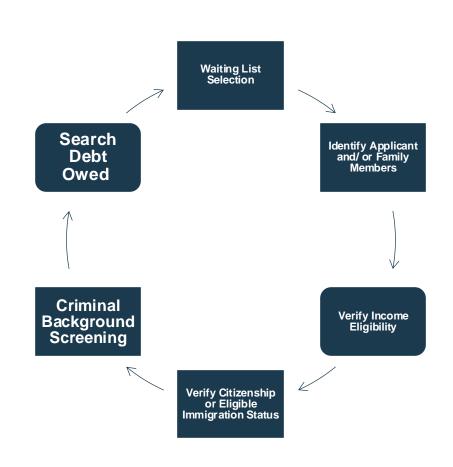
Participants may start the HCV program by being pulled off the waiting list, through special programs referral, by porting-in to the PHA's jurisdiction, or during a PHA relocation project.

DCA will review and verify all information received from the applicant family.

Applicants must provide all required documents at the time of Eligibility.

DCA will screen applicants for Criminal History.

DCA will search the Debt Owed to PHA and Terminations module as part of the eligibility criteria.



## **Mandatory Denial of Assistance**

- Any member of the Houshold who has been evicted from a federally- assisted housing in the last three years for drug related criminal activity.
- The PHA has reasonable caused to believe that any household member current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to a peaceful enjoyment of the premises by other residents.
- Any household member who has ever been convicted of drugrelated activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.
- Any household member subject to a lifetime registration requirement under a state sex offender registration program.

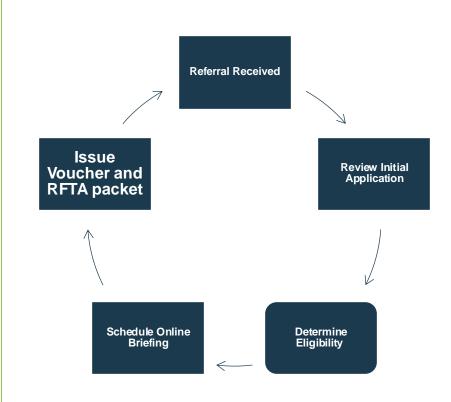
## **Violence Against Women Protections Act**

The Violence Against Women Act (VAWA) is a federal law that, in part, provides housing protections for people applying for or living in units subsidized by the federal government and who have experienced domestic violence, dating violence, sexual assault, or stalking. VAWA protection extend to the entire household, regardless of gender.

If an applicant claims the proctection against denial of assistance that VAWA provides to victims of domestic violence, dating violence, sexual assualt or stalking, DCA will request in writing that the applicant provide documentation supporting the claim.

## **Eligibility Process**

- DCA receives Initial Application packet, DCA forms, core documents.
- DCA will review the Initial application to established the family's eligibility. All required forms must be completed and signed.
- DCA will provide the family with 10 business days to submit needed information.
- Eligible families will receive an invite to watch the online Voucher Briefing
- Voucher and RFTA issued via email to family
- DCA will send written notification of ineligible determination to ineligible families. The notice will specify the reason for ineligibility and will inform the family of its right to request an informal review.



### What is a Voucher

A voucher is a written contract between the Housing Authority and family describing program requirements and confirms family's eligibility for rental assistance

Vouchers expires after 120 days if a family does not select a unit

Lists the bedroom size the PHA has determined suits their family composition

Can be adjusted in size if the family's household composition changes

Voucher Housing Choice Voucher Program U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB No. 2577-0169 (Exp. 04/30/2018)

Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for invisioning instructions, searching estiding dislate-sources, generaling and inactivities by edital needed, and completing and invisioning of information. This area of information in advantage of information in advantage of information in advantage of a valid OMB control conduct or sponser, and a person is not required to respond to a collection of information unless that collection displays a valid OMB control mumber. Assurances of confederability are not provided under the biosoftic of the VLS. Housing Act of 1937 (42 U.S.C. 1437). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family obligations under the foliating Choice Voxider Program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 14377). Collection of family members 'mames is mandatory. The information is used to authorize a family to lock an eligible out and appecies the size of the urb. The information also sets that he family adjustors under the Housing Orbice Volunting Orbi

Please read entire document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number 12345	
Insert unit size in number of bedrooms. (This is the number of bedrooms for and is used in determining the amount of assistance to be paid on behalf of the	which the Family qualifies, Family to the owner.)	t Unit Size 3 bedroom	1
Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.		<ol> <li>Issue Date (min/os March 15, 20</li> </ol>	
<ol> <li>Date Voucher Expires (mm/dd/yyyy) insert date sixty days after date Voucher is issued. (See Section 6 of this form.)</li> </ol>		3. Expiration Date (m July 13, 202	
Date Extension Expires (if applicable)(mm/65/yyyy)     (See Section 6. of this form)		4. Date Extension Exp.	
5. Name of Family Representative	Signature of Family Representat	ive	Date Signed (mm/dd/yyyy)
Suzie R Public	Suzelesh	ln_	3/15/2022

7. Name of Public Housing Agency (PHA)

8. Name and Title of PHA

Your Town PHA

Page 1 of 3

Date Signed (mm/dd/yy)

#### 1. Housing Choice Voucher Program

- A. The public housing agency (PHA) has determined that the above named family (tiem 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and santary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (IHAP) contract with the owner to make monthly payments to the owner to help the family pay the reat.
- B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by

Previous editions obsolete

2. Voucher

C.

- A. When issuing this voucher the PHA expects that if the farmly finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the farmly, to any owner, or to any other person, to appeare a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.
- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

form HUD-52646 (04/2015) ref. Handbook 7420.8

## **DCA Subsidy Standards**

- One bedroom for each two (2) persons within the household (other than spouse);
- Person of the opposite sex (other than spouses and children under age 5) will be allocated separate bedrooms;
- Single person families will be allocated one-bedroom unit;
- Infants under the age of one (1) year will share a bedroom with the parent or guardian if there are other family members in the household;
- A pregnant woman (with no other family members) will be allocated a twobedroom unit.;
- Unborn children that are born into a household consisting of two or more household members will not be considered in the calculation of total family members for purposes of determining subsidy standards;
- Live-in aide (including any family members of a live-in aide) will be allocated one separate bedroom; and
- DCA does not determine who shares a bedroom/sleeping room.

## **DCA Subsidy Standards**

## Voucher Size Persons in Houshold

•	1 Bedroom	1-2
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2 Bedrooms 2-4

• 3 Bedrooms 3-6

4 Bedrooms 4-8

• 5 Bedrooms 6-10



## Leasing a Unit

Family selects a unit, completes **RFTA** paperwork with landlord (Request for Tenancy Approval)

DCA reviews RFTA, determines if the rent is reasonableness and affordable for the family DCA
inspects the
rental unit
using HUD
established
physical
inspection
standards
called
Housing
Quality
Standards
(HQS)

HQS set minimum criteria for the health and safety of program participants

Family & landlord sign a lease, DCA & landlord sign a HAP Contract Family moves in and pays their portion of the rent, DCA pays subsidy to landlord

## Request for Tenancy Approval (RFTA)

❖ OWNER/PARTICIPANT SUBMITS COMPLETED RFTA PACKET

M EMAIL

RFTASUBMISSIONSNORTH@DCA.GA.GOV



770-806-5060

,**↓**, DROP

60 EXECUTIVE PARK SOUTH N.E.

ATLANTA GA 30329 **OFF** 

- ❖ RFTA PACKET IS ASSIGNED TO A HOUSING SPECIALIST FOR PROCESSING (2DAYS)
- **❖ ASSIGNED HOUSING SPECIALIST CALCULATES AFFORDABILITY** & RENT REASONABLENESS (5 DAYS)

Brian P. Kemp Governor



Christopher Nunn Commissioner

Rev 7/19

Attached is an RFTA Packet that you will take to your new Landlord. Some forms are included for your information and some need to be completed and returned. Once the required forms are completed and returned to the Georgia Department of Community Affairs (DCA), we can then process your Request for Tenancy Approval (RFTA). Any incomplete forms in this packet will cause a delay in the move/lease up process.

#### Must Be Returned:

Fax: 770-806-5060

rftasubmissionsnorth@dca.ga.gov

RFTA Supplement Sheet	
o Landlord, please complete this form a	nd list all information that applies.
o RFTA -Must be fully completed and s	igned by both parties.
o Please pay attention to numbers 2 thr	ough 9.
o For #11, Please list the type of utility a	and who will be paying for It.
	please list your name or the Business Name that the W-9 will be listed
under on the left-hand side.	
o Participant, at the bottom right of pag	ge 2, please sign your name, list Current Address, and Include an
active Phone Number where you can be	reached.
Proposed Lease	
<ul> <li>This copy should not be signed but sho staff.</li> </ul>	uld represent the terms and conditions proposed for review by DCA
W-9 (For landlord or property management co	mpany only)
o Completed with Landlord/property ma	enager Signature. (The Landlord may return this form separately.)
Proof of Property Ownership	
o Required on all properties except thos	e greater than 4 units. Examples Include Warranty Deed, Current Tax
Statement, Management Agreemen	t required If applicable.
Direct Deposit Sign-Up Sheet (For landlord or	property management company only}
<ul> <li>Please provide a VOIDED check or Dire</li> </ul>	ct Deposit Statement. (The Landlord may return this form separately.)
Landlord Understanding	
o Landlord, please read and sign this for	m.
hese forms are For Your Information Only and do no	ot need to be returned:
CA Landlord Self-Inspection Checklist	
	re Inspected. This is not a comprehensive list of all items inspected.
enancy Addendum	
No signature is needed, but this does become	e a part of the lease.
ince the entire packet Is complete, please mail or fax	to the appropriate office.
tlanta:	Warrant
A Department of Community Affairs	Waycross:
D Executive Park South NE	GA Department of Community Affairs
tlanta, GA 30329	500 Alice Street
ax: 770-806-5060	Waycross, GA 31501
ax. 770-600-3000	E 012 20E 6267
Mailing Address	Fax: 912-285-6367
eorgia Department of Community	rftasubmissionssouth@dca.ga.gov
ffairs P.O. BOX 450329	
tlanta, Georgia 31145	

Any incomplete forms in this packet may cause a delay in the move/lease up process. If you have any questions, please call us at 770-806-5050.

Brian P. Kemp Governor



Christopher Nunn Commissioner

Dear Owner/Management Agent,

The following information must be received for an inspection to be schedule.

Thank you for partnering with the Georgia Department of Community Affairs (DCA) to provide decent, safe, and affordable housing. In an effort to decrease the time needed for processing of payments, the following are required when submitting this package to DCA.

W-9			
Direct Deposit fo	orm or Voided Check		
Proof of Owners	hip/ Management Agreement (According	eptable information: Tax Bill, City Tax	Assessor Print Out, or De
	Not Executed). Your lease must inc , and the terms of the lease.	dude names of all household members	, unit address, rent amou
Tenancy Approval (R	FTA) paperwork. This information in	e the form below, and attach all docume nust be submitted for the RFTA to be co inspection until the RFTA package is	nsidered complete. We
Property Addres	s:		
County:	Unit Square Footage:	Tenant Name:	
Amenities & Housi		th: 1 2 3 4 % Bath: 1 Garbage Disposal	Lawn Care
Garbage Disposal	=	Microwave	0
Washer/Dryer in (	Pool Complex Washer/Dryer in Unit	Washer/Dryer Hookups	Pest Control  Ceiling Fans
Parking		( <del>.</del>	<del></del> 29
Carport	Car Garage	Un-Assigned	Street
Exterior			
Balcony	Patio	Deck	
Unit Quality			
	well mainta partially rer	ained and/or Adequate, but novated be needed.	some repairs may
Newly Constru renovated	partially rer	novated Adequate, our	

1854 Shackleford Court-Suite 400 I Norcross, GA 30093 I 770-806-5050 I 888-621-9885 Hearing Impaired TDD 404-679-4915 1877-204-1194 [Inside Georgia] www.dca.ga.gov | An\_Equal Opportunity Employer

#### When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance. 2. Address of Unit (street address, unit #, city, state, zip code) 1. Name of Public Housing Agency (PHA) 3.Requested Lease Start 4. Number of Bedrooms | 5. Year Constructed | 6. Proposed Rent | 7. Security Deposit | 8. Date Unit Available Date for Inspection 9.Structure Type 10. If this unit is subsidized, indicate type of subsidy: Single Family Detached (one family under one roof) Section 202 Section 221(d)(3)(BMIR) Tax Credit HOME Semi-Detached (duplex, attached on one side) Rowhouse/Townhouse (attached on two sides) Section 236 (insured or uninsured) Low-rise apartment building (4 stories or fewer) Section 515 Rural Development High-rise apartment building (5+ stories) Other (Describe Other Subsidy, including any state or local subsidy) Manufactured Home (mobile home) 11. Utilities and Appliances The owner shall provide or pay for the utilities/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave. Item Specify fuel type Natural gas ☐ Bottled gas ☐ Electric ☐ Heat Pump ☐ Oil ☐ Other Heating ■ Natural gas ■ Bottled gas ■ Electric Other Cooking ■ Natural gas ■ Bottled gas ■ Electric Oil Other Water Heating Other Electric Water Sewer Trash Collection Air Conditioning Other (specify) Provided by Refrigerator Range/Microwave

U.S Department of Housing and

Office of Public and Indian Housing

Urban Development

Request for Tenancy Approval

Housing Choice Voucher Program

Previous editions are obsolete

OMB Approval No. 2577-0169

HUD-52517 (04/2023)

exp. 04/30/2026

12. Owner's Certificati			c. Check one of the following:	
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		Lead-based paint disclosure required because this property was built of 1978.		
recently leased co premises.	mparable unas	g section for most sisted units within the	The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common	such unit or common
Address and unit nun	nber Date Rer	nted Rental Amount	areas have been found to be lead lead-based paint inspector certifi	
1.			certification program or under a f	
2.				
3.			A completed statement is attached disclosure of known information and/or lead-based paint hazards	on lead-based paint
b. The owner (include	ling a principal o	or other interested	areas or exterior painted surfaces	
sister or brother of	of any member	andparent, grandchild, of the family, unless	statement that the owner has pro information pamphlet to the fam	ovided the lead hazard
		notified the owner tion) that approving	12 The DUA has not seemed the form	-: h./ - hh:
		ng such relationship,	<ol> <li>The PHA has not screened the fan suitability for tenancy. Such screening</li> </ol>	
		modation for a family	responsibility.	, is the owner's
member who is a	person with dis	abilities.		
			<ol> <li>The owner's lease must include w provisions of the HUD tenancy adden</li> </ol>	
			15. The PHA will arrange for inspection	
			notify the owner and family if the uni	t is not approved.
OMB Burden Statement: The public reporting burden for this information collection is estimated to be 9.5 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Collection of information about the unit features, owner name, and tenant name is voluntary. The information sets provides the PHA with information required to approve tenancy. Assurances of confidentiality are not provided under this collection. Send contrast regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US.  Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to a collection of information unless the collection displays a valid control number.				
Privacy Notice: The Departs	ment of Housing an	d Urban Development (HUD)	is authorized to collect the information require	d on this form by 24 CFR
			enancy. The Personally Identifiable Information	(PII) data collected on this
form are not stored or retri	eved within a syste	m of record.		
			provided above is true and correct. WARNING	
		nt is subject to criminal and/o 01, 1010, 1012; 31 U.S.C. §372		o 5 years, fines, and civil and
Print or Type Name of			Print or Type Name of Househit	
Owner/Owner Represe	ntative Signature	ė.	f Household S	
Business Address			Provent Address	
Telephone Number		Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)
		,,, ,,,,,,		,, 33331

Previous editions are obsolete 2 HUD-52517 (04/2023)

## Request for Tenancy Approval (RFTA)

#### **APPROVAL**

### UNREASONABLE/ RENT BURDEN

- ✓ REQUESTED RENT REASONABLE
- ✓ UNIT AFFORDABLE
- ✓ UNIT SENT TO INSPECTIONS FOR SCHEDULING

- REQUESTED RENT UNREASONABLE
- UNIT UNAFFORDABLE
- RENT OFFER MADE TO LANDLORD
- 2 DAYS TO RESPOND

# HOUSING QUALITY STANDARDS (HQS) INSPECTION

UNIT INFORMATION SENT TO INSPECTIONS

**DEPARTMENT** 

INSPECTOR RECEIVES UNIT INFO TO SCHEDULE INSPECTION APPOINTMENT WITH LANDLORD (2DAYS)

INSPECTOR PREFORMS UNIT INSPECTION

RESULTS PROVIDED TO LANDLORD AFTER INSPECTION IS COMPLETE

#### HOUSING QUALITY STANDARDS CHECKLIST

The unit must be "decent, safe and sanitary." A Georgia Department of Community Affairs Inspector will inspect the unit thoroughly upon receiving an approved Request for Tenancy Approval. We would like the unit to pass the inspection the first time, so please check the unit before a DCA inspector does the initial and annual inspections. This checklist is a guide, the inspector may find items that are not listed on this form.

	EXTER	

	All porches over 30" must have a railing with balusters spaced no more than 4 inches between balusters.
	The foundation, stairs, handrails, gutters, porches, and walkways are sound and free of hazards and deterioration.
	The unit's interior and yard is free of trash and debris.
	The main electric entrance cable is in good condition. NOT FRAYED OR DETERIORATED
	There is a handrail for all steps (4 or more), including the basement. Including unprotected sides of stairways.
	The chimney and brickwork is free of loose bricks and mortar.
	The paint is not chipping, peeling or cracking (including windows).
	Mobile Homes - Tie downs are properly attached and accessible for inspector.
E UN	NIT INTERIOR - BASIC REQUIREMENTS

☐ Units are required to have smoke and carbon monoxide detectors on each level of the unit. Carbon monoxide detectors are required in homes that have an attached garage, gas-burning appliances, and a fireplace.

#### THE

All plumbing and drains are tree of leaks or clogs and in working order.
All sinks have proper traps.
The furnace and hot water heater are operable and in good condition.
The furnace adequately heats all rooms, including the bathroom.
All heat vent covers are in place. Pressure relief valve discharge lines on water heater and boiler extend down to
within 6" of the floor into the drain pan or piped outside of the unit. Piping cannot have a shut-off valve attached
Floors, ceilings, and walls are clean, in good condition, and free of chipping, peeling, and cracking paint. (including
trim/woodwork).
There are lights (operable from each floor level) and handrails for interior stairs (4+ steps), and railings for all ope
stairways and unprotected heights.

#### ELECTRICAL

All rooms are well-lit and free from electrical hazards.  All receptacles within 6 feet of sinks (kitchen or bathroom) must be GFI. Receptacles near bathtubs are not
acceptable.

#### BEDROOMS

Each room must have 2 working outlets or 1 outlet and a permanent light.
Smoke detectors are now required in all sleeping areas and in the hallway outside the bedrooms. Smoke detectors wil
also need to be hardwired, or 10-year battery operated. *See below for other smoke detector location requirements.

☐ Each bedroom must have a window and a door. If the window is designed to open, it must do so and remain open

#### KITCHENS

<ul> <li>All appliances are clean and in proper working order, including burners and oven/broiler.</li> <li>The floor covering (required) is free of tripping hazards.</li> <li>There is adequate space for food storage and preparation.</li> <li>Refrigerator: seals are intact, door handles are secure, and does not leak.</li> </ul>
BATHROOM
<ul> <li>The bathroom must have a shower or tub. No light fixture within the shower area unless approved for a wet location.</li> <li>The sink, toilet, and tub/shower are operable, in good condition, and securely attached.</li> <li>There is an operable window or an exhaust fan properly vented to the exterior.</li> <li>The floor covering (required) is free of tripping hazards.</li> <li>There is a privacy curtain or door.</li> <li>The bathroom sink has a p-trap.</li> </ul>
BASEMENT

The foundation is sound and free of hazards (potential structural collapse or groundwater entry).
There can be no surface water in the basement.
All windows and doors must have locks and no broken or cracked glass.
The basement must be accessible for inspection.

#### GEI

ENE	FRAL
	One window in each room must operate as originally designed. All other windows may be secured shut.
	All windows must lock and be free from broken or cracked glass.
	All windows should be glazed and form a tight seal when closed.
	Double-hung windows with pulleys present must have sash ropes connected.
	All doors (exterior) lock and form a tight seal when closed.
	All floors with floor covering are free from tripping hazards.
	Furnace/water heater vents are properly vented to run slightly upward.
	There cannot be double-keyed deadbolt locks on entry doors. No hasp locks on interior doors. The
	unit is free of non-vented heating sources.
	The unit is free of roaches, bed bugs, fleas, vermin and rodents.

\*Smoke detector location: (Smoke detectors must be hard-wired or 10-year battery operated).

- 1. On each level of the unit
- Inside each bedroom
- 3. Within 21 feet of any door to a bedroom measured along a path of travel
- 4. If the smoke detector in the hallway is separated by a door to the adjacent living area, a smoke detector must also be placed in the living area.

#### \*Carbon monoxide detector requirements:

Must be installed on each level of the unit if the unit has:

- Attached garage
- 2. Gas burning appliances
- 3. Fuel or wood burning fireplace.

on its own, capable of locking.

## HAP CONTRACT

- **✓ EXECUTED LEASE**
- ✓ SUBMITTED TO DCA
- ✓ LEASE REVIEW AND CONTRACT GENERATION (60 DAYS)
- ✓ HAP CONTRACT EXECUTION
- ✓ PAYMENT SENT TO OWNER



## **HAP Contract**

The Housing Assistance Payments (HAP) Contract is an agreement between the Landlord and the Housing Authority. Key details of the lease are reflected in the HAP Contract.

**Housing Assistance Payments Contract** and Urban Development (HAP Contract) Office of Public and Indian Housing Section 8 Tenant-Based Assistance **Housing Choice Voucher Program** Part A of the HAP Contract: Contract Information (To prepare the contract, fill out all contract information in Part A.) Contents of Contract This HAP contract has three parts Part A: Contract Information Part R: Body of Contract Part C: Tenancy Addendum 3. Contract Unit The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA. 5. Initial Lease Term The initial lease term begins on (mm/dd/yyyy): The initial lease term ends on (mm/dd/yyyy): 6. Initial Rent to Owner The initial rent to owner is: \$ During the initial lease term, the owner may not raise the rent to owner. 7. Initial Housing Assistance Payment The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$ per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements. Previous editions are obsolete form HUD-52641 (7/2019) Page 2 of 13

U.S. Department of Housing

Georgia Department of Community Affairs

**Housing Assistance Payment (HAP) Contract** between the PHA and landlord

May not be modified

Governs housing assistance payment

Includes required tenancy addendum

Landlord Lease between tenant and landlord

Enforced by landlord

Tenancy addendum becomes part of landlord lease

## Tenancy Addendum

The Tenancy Addendum is a standard HUD form that is attached to the Lease between the Landlord and the Tenant which details the program rules.

## TENANCY ADDENDUM Section 8 Tenant-Based Assistance Housing Choice Voucher Program (To be attached to Tenant Lease)

U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB Approval No. 2577-0169 exp. 7/31/2022

The Transpy Addinates is part of the IAPA context and lease. Public reporting better for this collection of information is extracted to prompt \$5.5 kms. This includes the This collection of information is extracted to prompt \$5.5 kms. This includes the time for collection, or investing and reporting the data. The information is being reliable and asymptodily \$4.5 km \$5.0 km \$5.5 km \$4.5 kms. and such that the bedoning assistance preparent promptly. This approxy may not conduct or spounce, and person is not required to exposed to a collection of information unless there is a "width OMB names." A commence of confidentiative meet nervised under this sociales.

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#### 1. Section 8 Voucher Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a nuancy under the Section 8 housing shoice outcoher programs (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP continet) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in lessing the said from the owner.

#### 2. Les

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner contribes that the terms of the lease are in accordance with all grovisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

#### Use of Contract Un

- During the lease term, the family will reside in the contract unit with assistance under the yeacher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-appraved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to grimary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

#### Rent to Owner

- a. The initial rest to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
   b. Changes in the rest to owner shall be determined by the
- provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

- The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

#### 5. Family Payment to Owner

- The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the IHAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with IHD requirements for a tenuncy under the Section 8 voucher program.
- The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rost to owner covered by the PHA beasing assistance payment under the IAP contrast between the owner and the PHA. A PHA failure to pay the beasing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA beasing assistance payment.
- c. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all beasing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- The owner must immediately return any excess rent payment to the tenant.

#### 6. Other Fees and Charges

- Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or familiars which may be provided by the owner. Norpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the necessity.

Previous editions are obsolete

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form HUD-52641-A

Georgia Department of Community Affairs

## **Inspections**

HOUSING QUALITY STANDARDS (HQS)

## **Housing Quality Standards**

An Inspector will conduct an Inspection to ensure that HUD inspection standards are met.

All housing units with HCV must meet the following HQS Performance requirements:

# Housing Quality Standards Inspection (continued)

Sanitary facilities
Food preparation and refuse
disposal
Space and security
Thermal Environment
Illumination and electricity
Structure and materials
Interior air quality

Water Supply
Lead-based paint
Site and neighborhood
Sanitary conditions
Smoke detectors

# Moving with Continued Assistance

The family has a right to terminate the lease on notice to the owner. The family must provide the owner notice of termination in accordance with the lease agreement. The family must give the PHA a copy of the notice at the same time.

Under HUD regulations, families qualify to lease a unit outside the PHA's jurisdiction under portability. The family must inform the initial PHA which receiving PHA it has selected.

## **DCA Moving Process**

A 60 Day Notice-To-vacate (Mutual Termination of Lease) form must be completed and signed by the participant within 60 days of the lease end date. The family must give DCA a copy of the termination agreement.

The Notice to Vacate form (or other written notification) must be given to the owner by the participant as notice of their intent to Vacate the unit. The vacate date must be the end of the calendar month.

A Program Move Housing Specialist will review the request 24-48- hours of receipt of the Notice to Vacate packet. The Housing Specialist will either approve or deny the request. A letter informing the Participant of the decision will be emailed or mailed within thirty (30) days of the receipt of the request.

The Owner is notified via the "Landlord Acknowledgment: letter of the approval or denial of the request.

If the move request is denied, and the participant wishes to appeal the denial, they must submit verifiable documents that the reason for the denial is resolved with a new Request to Move form and the new Landlord Clearance form.

For participant families approved to move, DCA will issue a new voucher within 10 business days of DCA's written approval to move.



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#### **Port-Out Process**

The participant submits written request to DCA.

DCA determine whether the family is in compliance and may move out of its jurisdiction in accordance wit the regulations and policies set forth.

DCA issues a new voucher for portability.

DCA will contact the Receiving PHA to confirm participation.

DCA will notify the receiving PHA by phone, fax, or email to expect the family within 10 business of the request.

Community Affairs (DCA) and the Initial Housing Authority file to the Receiving Housing Authority (RHA) to port my h feature of my Housing Choice Voucher. I further understand Housing Authority, my paperwork would be returned to my Il	ousing assistance by using the portability I that if I ported to the DCA from another
I release such person, firm, or agency from any liability regar as it is my expressed consent to make such information availa	
A photocopy of the authorization form shall be considered as release my information to the following receiving PHA.	effective and valid as the original. Please
Please make sure you complete all required fields upon	submittal of the form.
Name of Receiving Housing Authority:	
RHA Address:	
City, State Zip Code:	
Contact Person:	
Contact Person Email:	
Telephone No:	
Fax No:	
Please provide your current and forwarding contact info	rmation:
Current Address	Forwarding Address
City, State Zip Code	City, State Zip Code
Current Telephone Number	
	Participant Signature
Email Address	

Georgia Department of Community Affairs

## **Annual Recertification**



Annual Recertifications are currently sent via USPS and can be returned by mail, fax, email or in person.



Income verifications cannot be more than 120 days old from the date of request.



If families are unable to submit required documentation with the AR packet, they will be allowed to submit within 10 days of a second request.



Failure to complete the Annual Recertification process can result in termination from the HCV program.

## **Annual Recertification**



Georgia DCA is required to reexamine the income and family composition at least annually, and to adjust the family's assistance accordingly. The recertification process determines if families remain eligible for HCV program.



The Annual Recertification process consists of providing documentation and verification for all family members



Some examples of required verification are: employment, child support, unemployment, veteran benefits, pension, Social Security benefits, medical and pharmacy expenses, banks statements, student status and childcare expenses.

## Interim Recertifications

- Interim Recertifications are changes to the family's income or composition between the annual recertifications.
- Examples of such changes are new employment, loss of employment, birth/adoption of a child, marriage, etc.
- Families are required to report all NEW income sources within 10 days.
- Interims that results in a decrease to the family's rent amount will be effective the 1st of the following month.
- Interims that results in an increase to the family's rent amount will be effective the 1st of the month following a 30-day notice to the family.
- Housing Specialists will process interims within 30 days of receipt of required documentation and verifications.

## **Rent Increases**

- Landlords may request rent increases once every 12 months and currently must be requested at annual recertification.
- Housing Specialists will review comparable units in the area to determine if the rent is reasonable.
- The unit must be HQS compliant as well to be approved for an increase.

Brian F. Kerep Sevenor



Christopher Hus

#### RENT INCREASE REQUEST FORM

The Housing Choice Vaucher Program requires that a written request (provided below) for a rest increase he submitted by the owner/management speed and signed by the besser. This written request, must be received story (80) days but no received story (80) days before the anniversary store of the HAP suntract. Reconstant of the first request to perform the province of the HAP suntract.

#### Important Notice to Owner/Management Agent

- All increases are based on rent researableness (i.e. rents of comparable non-assisted units).
- No rent increases can occur during the first 12 months of a new contract.
- There are no automatic annual rent increases.
- Only one rent increase will be permitted per lease term.

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(Tenent's Heme)	whi	resides att. (254)	(Address)	
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jOhs.	State/Sol		(Mayida(YY)	
The request in the amount of S_	is swire sizelise	d heromore of		
for the purposes of the rent stac	ly please check the amenitie	s included with the unit from the	following list:	
C) Hardwood floors	2) Serbage Disposal	D Dishwasher	D Madern Appliances	
Carpeting	3) fieldgenator	SI Wester/Dryer Heatage	Ol Leanery Facilities	
GI Colling Fams	Q hargo/Steve	Sil Gated Community	SI Window/Woll AC	
CE Control AC	2 Senting Accessible	Cl Security System	23 Ferced Famil	
D Dest/Salarany/Posts/Posts	D Pagground/Court	D Calolog/Intercent Results	Di Print	
Di Prest Dentrel	Distange.	Di Doycend/Off-Street Flatlang	D Laws Care	
Difference	D Washer/Dryes to stoot	Di Dratamor ta Bus Step	Differentiations in	
Owner/Management Agent Sign	oture Date	Last four of 88	N/EM	
Email		Phone Rumbo	*	
Signature of tenant only acknow	ledges the owner/managem	ent agent's request for a rental in	CNI HOME.	
Temant Sunature	010			
remains Signature	U100	0		

# Thanks!

#### **Housing Choice Voucher Overview**

Monique Carey, Eligibility and Special Programs Manager

Juan Kinshasa, HAP Contracts and Moves Manager

Brandii Hollin, HCV Recertification Manager Elise Kuvach, Inspections Manager

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