



## Housing Choice Voucher Program Landlord Handbook

### Our Mission

Bringing people together with quality services that promote self-sufficiency.

### Our Vision

ICS will be a leader in providing opportunities for self-sufficiency in Wisconsin. We will internalize our values and live them every day. ICS will be a dynamic, progressive organization that embraces change and reaches for new opportunities constantly. We will develop an atmosphere that is honest, forthright and cares about each other's success. We will celebrate debate and expect it to be practiced at all levels of the organization. All leaders will be progressive, self-reliant thinkers who take responsibility for the success of their areas and are not afraid to take risks in the pursuit of success. ICS will practice a "hard charging" style. Accountability is an integral part of our vision and we will enforce it with each other. The value of integration and partnerships will be clearly understood and a routine part of our culture. ICS will hire and retain leaders who are visionary, creative, energetic role models for the organization. Our leadership team will all share a keen sense of urgency. We will strive to achieve economic independence through organizational, individual, and community self-sufficiency.

### Our Values

- Seeing What Could Be
- Living To Potential
- Never Being Satisfied
- Investing In People's Success

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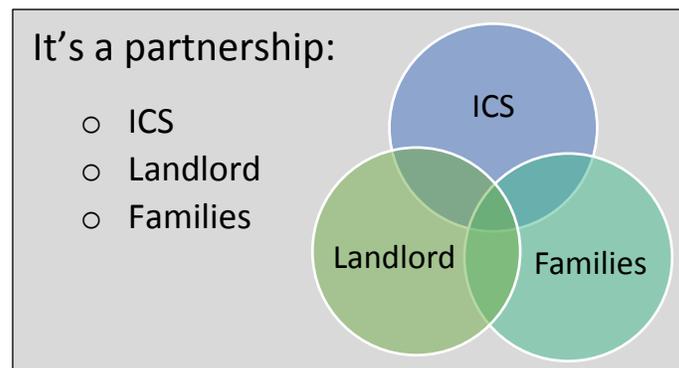
## Welcome to Integrated Community Solutions!

Integrated Community Solutions (ICS) is a values driven, non-profit corporation committed to providing human services that benefit the low to moderate income and disabled populations. We aim at achieving our mission by identifying client needs, providing assistance through a variety of programs, and connecting clients to other community resources to meet those needs. Together with various government agencies, ICS manages those programs to serve individuals and families throughout Brown County, Wisconsin. It is this privatization of government programs that allows for efficiency and cost effectiveness. ICS is a subcontractor to the Brown County Housing Authority. We are excited to have you join ICS in meeting the housing needs of families in our community! This handbook has been created to help you be a successful landlord with the Housing Choice Voucher program. We hope that you find it useful and will refer to it often.

## What is the Housing Choice Voucher Program?

The Housing Choice Voucher (HCV) Program, formally known as Section 8, is a rent subsidy program funded by the Department of Housing and Urban Development (HUD) which is a federally funded program and administered by ICS. The purpose of the HCV Program is to provide rental assistance to low income families, veterans and disabled and homeless persons.

The HCV Program allows ICS to provide rental assistance based on the tenant's income. The tenant will be responsible to pay at least 30%, but no more than 40%, towards rent and utilities. The requested rent amount must be comparable to other similar unassisted units in the area and not exceed 40% of the tenant's monthly income.



## What are the Benefits to a Participating Landlord?

Over the years, many landlords and property managers have come to appreciate the following advantages of the HCV Program:

- Having a contracted monthly assistance payment that is on time (1<sup>st</sup> business day of the month or 1<sup>st</sup> business day after the 15<sup>th</sup> of the month).
- If the tenant's income decreases, their portion of the rent can be lowered and ICS's portion can be increased.
- There is minimal paperwork to be done and landlords can use their own lease and screening process for tenant selection.
- Inspections done by ICS will help you to maintain your property. Keeping your property well maintained helps ensure its resale value and also makes it easier to lease up again when a participant does vacate.

## How does a Landlord Participate in the HCV Program?

Any landlord willing to work within the guidelines can rent their unit on the HCV Program. The rent must be within the program limits and be comparable to other unassisted units in the area, the unit must meet the Housing Quality Standards (HQS), and the landlord must be willing to maintain and enforce their obligations under the Housing Assistance Payment (HAP) contract. The landlord starts by filling out a Request for Tenancy Approval (RTA).

## Who is an Eligible Housing Choice Voucher Participant?

The eligibility requirements for admission to the HCV program are:

- Qualify as a family as defined by HUD and ICS
- Have income at or below HUD specified income limits
- Qualify on the basis of citizenship or the eligible immigrant status of head of household
- Provide social security information for all family members as required by HUD
- Authorize ICS to verify family information as it pertains to income, expenses, and criminal screening

Once ICS approves the applicant/family for admission to the program and the family attends a briefing, they are issued a voucher. At the briefing, the family will receive information about searching for a unit. The family also receives RTA to take to the prospective landlord to complete with them. The landlord is responsible to screen the family for references and suitability to lease their unit just as they would for other unassisted tenants.

## How Does the Process Work?

Once the family finds a landlord willing to participate, the following process begins:

### -Tenant Screening

When a participant approaches a landlord about renting a unit, it is important to remember they have only been screened ICS for program eligibility criteria and have not been screened for suitability. This should be the first step performed by the landlord. It is permissible to charge an application fee to the prospective tenant as long as it is the same fee charged to other unassisted tenants.

### -The Request for Tenancy Approval

If the tenant passes the landlord's screening criteria, the tenant and landlord must complete the Request for Tenancy Approval (RTA). The RTA must then be turned into ICS for the unit to be approved.

Before the initial lease-up on the HCV Program, a unit must meet two rent tests:

- The unit must be rent reasonable in comparison to other rents charged for comparable unassisted units
- The gross rent (rent plus utilities) may not exceed 40% of the family's monthly adjusted income

If the requested rent amount meets these two criteria, the unit is scheduled for an inspection. If the requested rent does not meet both of these criteria, the landlord will be asked to negotiate a lower rent. There is no obligation to alter the rent, however, if the landlord is unable to lower the rent, the unit cannot be used on the program and the tenant will need to look elsewhere. There can be no side agreements between the landlord and the tenant requesting the tenant to pay the difference.

## -Voucher Payment Standards

A Voucher Payment Standard (VPS) is used to calculate the monthly housing assistance payment for a family. A VPS is established for each unit size which is subject to change based on the Fair Market Rent established by HUD. The VPS includes the cost of rent and utilities of a unit and is the maximum monthly subsidy payment. The contract rent amount cannot be adjusted between the tenant and the landlord; additional rent cannot be collected from the tenant.

## -Utility Allowance

The utility allowance is the estimate of the average monthly cost of utilities that the tenant is required to pay. If all utilities are included in the rent, there is no utility allowance. Utility allowances will vary on based unit size, each family's voucher size and which utilities are included in the contract rent. Utilities that the family are responsible for paying are included in the gross rent while determining unit approval.

## -Lease and HAP Contract

An updated lease and signed HAP contract must be received by ICS before payments can be authorized. Landlords who use a standard dwelling lease for their unassisted units should continue to use their own leases, in conjunction with the HUD mandated Tenancy Addendum, for all new HAP contracts.

The lease MUST contain the following information:

- The landlord's name and address where rent is to be paid
- Complete address of the unit
- Beginning and end dates (12 months) with the same start date as the HAP contract
- Utility responsibilities
- Who provides the refrigerator and stove for the unit
- Rent amount and security deposit

ICS will direct deposit payments on the 1<sup>st</sup> business day of each month or the 1<sup>st</sup> business day following 15<sup>th</sup> of each month. The issuance of the first payment depends on when all required documents are received. **DIRECT DEPOSIT IS MANDATORY.** The landlord, in accordance with the lease, should collect the tenant's portion of rent as well as their security deposit (if applicable). Collecting amounts that are not listed on the contract is a violation of the program. The exception to this would be pet and/or garage fees—these fees should not be included in the contract rent. You can check your payment status at HAPcheck.com—to login to this website please use the information provided when your direct deposit is set up. Your username is your Tax ID number or Social Security number and your password is your ICS account number.

You will also be required to provide an email address as all program notifications are sent via email only. These program notifications include changes in the tenant portion of rent due to their annual review, an interim change due to change in income, rent increases, inspections, etc.

## -Security Deposits

You may collect a security deposit for tenants on the HCV Program just as you would for any tenant that is not receiving assistance. ICS does not offer assistance to participants for security deposits.

## -Rent Increases

Units on the HCV Program are eligible for a rent increase after the initial 12 month lease. There is no set limit on the amount a rent increase can be, however, the rent must continue to be reasonable to similar unassisted

units in the area. If the proposed rent increase is not reasonable to similar unassisted units, the rent increase will be denied. It is important to remember, the tenant's portion may go up and affordability may become a factor if their portion gets too high for them to pay. It is not acceptable to charge an HCV tenant more for an assisted unit than is accepted in the local market.

Rent increase notices must have the tenant name, unit address, current rent amount, proposed new rent amount and proposed effective date. Rent increase notices must be received by ICS at least **60 days** prior to the proposed effective date. For your convenience, all rent increase notices can be emailed to [patle@ics-gb.org](mailto:patle@ics-gb.org).

### -Inspection Process

Housing Quality Standards (HQS) play an important role in the administration of the HCV Program. A passed inspection is required before a HAP contract can be entered into. The basic purpose of the inspection is to ensure that the unit meets all the minimum inspection standards set by HUD. If the unit fails the initial inspection, all failed items must be corrected prior to the subsidy being paid on the unit. A second inspection date and time will be emailed to the landlord and mailed to the client.

The HAP contract becomes effective and payments can be authorized for the 1<sup>st</sup> of the month following a passed inspection on a unit. The unit will continue to be inspected annually to ensure that it remains in compliance with HQS.

### -Subsequent Inspections

The Housing Authority is also required to inspect the unit annually. The unit must pass inspection in order to continue to receive any HAP. In most cases, if the unit fails the inspection, ICS will allow the landlord up to 30 days to make the repairs. However, if the failed item is considered to be life threatening, federal law requires the repair to be made within either 24 hours or 5 days depending on severity.

### -Why does a unit fail?

Units sometimes fail housing inspections because landlords and tenants are not familiar with HQS requirements and/or have not assessed the condition of the unit prior to the scheduled inspection. For these reasons, ICS encourages landlords and tenant to conduct pre-inspections and have all utilities turned on prior to the scheduled inspection. A pre-inspection checklist is provided in the RTA for your convenience. By having the items corrected before the inspection, the inspector has a better chance of passing the unit the first time. This will save valuable time and ensure an accurate initial and subsequent annual inspection.

### -What happens if the repairs are not complete?

While it is generally the landlord's responsibility to maintain the condition of the assisted unit in accordance with the regulations, the landlord may require the tenant to repair or pay for items in the event that the tenant caused the damage. When an inspection fails, both the tenant and the landlord are notified and provided a detailed list of reasons why the unit failed. The tenant and the landlord will also receive notification of when the re-inspection will be conducted. Additionally, these notifications inform the tenant and the landlord that the HAP will be abated on a certain date if repairs are not made.

Landlords will be allowed one re-inspection for repair work to be completed. A \$50 fee will be charged for a 2<sup>nd</sup> re-inspection and a \$100 fee will be charged for a 3<sup>rd</sup> re-inspection and any re-inspection needed afterward. The fee is due before an additional inspection will be scheduled. The fee will be charged if an owner notifies ICS that a deficiency cited in the previous inspection has been repaired and a re-inspection reveals that it has not and/or

if the allotted time for repairs has elapsed and a re-inspection reveals that any deficiency cited in the previous inspection that the owner is responsible for repairing has not been corrected. **An owner who is assessed a fee may not pass the fee on to the family.**

Abatement, or withholding of HAP, applies when ICS verifies that the repairs have not been completed to meet minimum HQS requirements within the time period given. In the event that a landlord does not complete the repairs, ICS's portion of the contract rent will be abated. Once the repairs have been made, ICS's payments will resume, prorated from the date the unit passes a re-inspection. Tenants cannot be held responsible for the abated HAP.

If a unit is out of HQS compliance for 90 days the HAP contract will be terminated and no further assistance will be paid on this unit. The tenant can either stay in the unit and pay the full rent amount or move into a different unit.

## Pre-Inspection Checklist

**General Property Requirements:** Please use this checklist as a guide to ensure your unit passes inspection. This checklist does not identify every potential fail item, but lists some of the most common issues.

- ❑ **SMOKE DETECTORS:** At least one functioning smoke detector must be present on EACH floor of the residence, including the basement. Functioning smoke detectors must also be present within 6 feet of any bedroom door. If a smoke detector is installed, it must be in working order.
- ❑ **CARBON MONOXIDE DETECTORS:** In a one or two unit property, functioning carbon monoxide detectors must be present on EACH floor of the property, including the basement. In a property with 3 or more units, functioning carbon monoxide detectors must be present within 50 feet of any fuel burning appliance or garage and must be placed on the same floor as the fuel burning appliance.
- ❑ **WINDOWS:** Windows must be in good condition and free of cracked or broken glass. Window sills must be solid, not rotting or broken, and must be free of mold-like or mildew-like substances. If a window was originally designed to open, it must open easily. Windows must also stay open by themselves without the aid of a stick/other item being placed in window frame to hold window open. Windows within 6 feet of the ground are required to have functioning, permanently installed locks. Sticks and bars are considered secondary locks and may not be used as the only form of lock. Screens are required and must be in good condition, free of holes or tears.
- ❑ **ELECTRICAL:** All electrical must be wired correctly. Three prong outlets must have a ground wire present in order to pass inspection. All outlets and light fixtures must work. Electrical wires cannot be visible and must be housed in an APPROVED electrical junction box. Outlet covers must be present and in good condition with no cracks or chips. Electrical panels must be properly installed and have all open slots properly covered (electrical tape is not an acceptable form of coverage).
- ❑ **DOORS:** All doors must be in good condition with a functioning door handle or knob and functioning locks if applicable. Doors must close securely and function as designed. Exterior doors must be sufficiently weather sealed. All exterior swinging storm doors must have a functioning self-closing device. Closet doors, if present, must be properly installed and function as designed.
- ❑ **LIGHTS AND LIGHT FIXTURES:** All light fixtures must function as designed. Light fixtures must have working light bulbs in every socket and must have a fixture cover, if the light fixture was designed to have one.
- ❑ **FLOORING:** Flooring must be in good condition and free of potential tripping hazards. Bubbling or loose carpet, tiles, or other types of flooring must be properly repaired and secured.
- ❑ **INTERIOR WALLS AND CEILINGS:** Must be in good condition and free of large holes. Walls and ceilings must be free of chipping/peeling paint. If chipping or peeling paint is present, proper lead abatement procedures must be followed, where applicable.
- ❑ **KITCHEN:**
  - All furnished appliances must work properly. Check stove burners, oven, refrigerator and dishwasher. Gas burners must auto light.
  - Refrigerator door seal must not have cracks or rips.
  - Garbage disposal must work if present and all wiring must be properly secured and installed.
  - Plumbing and pipes must work with no leaks or mold under sink or on walls and backsplash.
  - Range hood fan and light, if present, must work.
  - Cabinet edges must be smooth with minimal chips or cracks and doors must be secured to wall or floor.

**❑ BEDROOMS:**

- In order for a room to be considered a bedroom, room must have at least two forms of egress (one door, one window). Window must be a minimum of 20 inches by 24 inches in order to be considered an egress window and must follow local building code.
- Windows cannot be blocked by large pieces of furniture and must be accessible at all times.
- A minimum of one outlet and an overhead light or two outlets are required in each bedroom.

**❑ BATHROOM:**

- Plumbing and pipes must work with no leaks or mold under sink or on walls and backsplash.
- Towel bars need to be secured to wall.
- Bath tub, toilet, and sink need to work properly and be in good condition.
- Toilet must be secured to the floor with no leaks.
- Bath tub must be caulked around wall and sealed on floor at base and be mildew free.
- Walls, floors and ceiling must have no leaks, moisture or water soft spots, mildew, cracking or chipping paint.
- Bath fan must work properly, or have a window that opens for ventilation.
- Cabinet edges must be smooth with minimal chips or cracks and doors must be secured to wall or floor.
- A working light is required and the bulb must have a cover.

**❑ WATER HEATER:**

- If water heater is fueled by gas, exhaust pipe must vent to exterior and travel at an upward angle throughout the entire process to exterior.
- The tank must have a temperature gauge and pressure relief valve.
- The discharge line pipe must be made of galvanized steel or hard copper or PVC pipe. The pipe must be within 6 inches of the floor.

**❑ FURNACE/HVAC SYSTEM:**

- Area of at least three feet around furnace/boiler system must remain free of clutter and potential fire hazards.
- Furnace/boiler system must be in good working condition with no missing exterior pieces. Panels on furnace must be closed and properly secured.

**❑ MISCELLANEOUS:**

- Any staircase with four or more risers/steps must have a handrail present. Handrail must extend the full length of the staircase and be securely mounted.

**❑ EXTERIOR:**

- Exterior electrical outlets must have proper covers installed and must be functional.
- All down spouts and gutter, if present, should be secured to the building structure.
- The exterior area and yard should be clear of glass, boards with nails, trash, and other debris and hazards.
- Appliances cannot be stored outside in the yard, on the porch or stairs.
- No cars with broken windows, flat tires, or otherwise non-working vehicles can be parked or stored on the property.
- All surfaces must be in good condition and free from cracked and chipped paint. All wood must be free from holes and porches and supports must be structurally sound.
- All cabanas, laundry rooms or other extra areas designated for the tenants use must be lit, hazard free, and have smoke detectors.

## Responsibilities of the Landlord

The landlord has an obligation to both ICS through the HAP contract and to the tenant through the lease. The HAP contract states that the landlord agrees to the following:

- The landlord will maintain the unit and premises in accordance with the HQS.
- The landlord will assure that the unit is leased only to those family members listed on the HAP contract.
- The landlord will assure that the total rent for the HCV unit does not exceed rents charged for other unassisted units in the premises.
- The landlord has not and will not receive any other form of payment for the unit while under contract.
- The landlord will assure that the family does not own or have any interest in the unit.
- The landlord is not related in any way to the family (except in the case of a disabled resident) nor does the landlord currently reside in the unit.
- The landlord will not commit fraud, bribery, drug-trafficking, or any other corrupt or criminal action.
- The landlord will enforce the tenant obligations listed on the lease, especially those involving illegal drug use and violent criminal activity.
- The landlord will decide what utilities the tenant will be responsible for and what utilities will be included in the rent before the lease begins.

## Responsibilities of the Tenant

In order to participate on the HCV Program, a tenant has agreed and signed a statement saying they understand their responsibilities to both the landlord and ICS. The tenant responsibilities to the landlord are listed on the lease or Tenancy Addendum and include, but are not limited to, such items as:

- Payment of rent and any utilities listed as their responsibility.
- To use the unit as their principle place of residence.
- Not to sublease the unit or allow unauthorized people to reside in the unit.

The tenant responsibilities to ICS are listed on the voucher and include, but are not limited to the following:

- **The family must:**
  - Supply any information that the Housing Authority or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
  - Promptly notify the Housing Authority in writing when the family is a way from the unit for an extended period of time in accordance with Housing Authority policies.
  - Notify both the Housing Authority and the landlord in writing before moving out of the unit or terminating the lease.
  - Allow the Housing Authority to inspect the unit at reasonable times and after reasonable notice.
  - Request Housing Authority written approval to add any family member as an occupant of the unit.
  - Give the Housing Authority a copy of any landlord issued eviction notice.
  - Supply true and complete information.

- **The family (including each family member) must NOT:**
  - Own or have any interest in the unit
  - Commit any serious or repeated violation of the lease.
  - Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
  - Participate in illegal drug or criminal activity.
  - Sublease or sub-let the unit or assign the lease or transfer the unit.
  - Damage the unit or premises (other than damages from ordinary wear and tear) or permit any guest(s) to damage the unit or premises.

## Role of US Department of Housing and Urban Development (HUD)

- Developing policy, regulations, handbooks, notices, and guidelines to implement housing legislation
- Allocating housing assistance funds
- Providing technical assistance
- Compliance monitoring to ensure program requirements and performance goals are met

## Role of ICS

- Establishing local policies
- Determining family eligibility and annual reexamination of family income
- Maintaining the waiting list and selecting families for admission
- Calculating family housing assistance cost share amounts
- Establishing utility allowances
- Approving units, including ensuring compliance with federal housing quality standards and determining the reasonableness of rent
- Making housing assistance payments to owners
- Conduction informal reviews and hearings
- Administering the family self-sufficiency program
- Complying with fair housing and equal opportunity requirements; HUD regulations and requirements; the consolidation of HUD's Annual Contributions Contract; HUD approved applications for program funding; ICS administrative plan; and federal, state, and local laws

## Termination of Assistance by ICS

Although the Housing Authority will work with tenants and landlords in an attempt to overcome any problems which may occur while on the HCV Program, there may come a time where the only option left is to terminate the HAP which is being made on the tenant's behalf. Listed below is a non-inclusive list of reasons for termination:

- If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel
- In a case of unreported or under-reporting of income, the family enters into a repayment agreement. If they are not in compliance with the agreement with ICS, termination may occur.
- If the family violates their family obligations listed on the voucher
- If any member of the family fails to sign and submit consent forms for obtaining necessary information

When the Housing Authority initiates an action to terminate the assistance, an email will be sent to the landlord to inform them. However, the tenant has the right to request an informal hearing to contest the decision.

## Voluntary Tenant Withdrawal

A tenant may choose to withdraw from the HCV Program at any time. If they do, the HAP contract with the landlord terminates. In accordance with the HAP contract, when the HAP contract terminates, the lease terminates automatically. At that point, it is up to the landlord and tenant whether to continue the tenancy.

## Termination of the Lease by the Landlord

During the term of the lease, a landlord has the right to terminate the tenancy of a tenant who is in violation of the lease, but it must be by court eviction. Any eviction notices must be issued in accordance with the lease and state and local laws. During the term of the lease, the landlord must have cause to terminate. Copies of any and all eviction notices or warnings must be given to ICS at the same time the landlord notifies the tenant.

## Transfer of Ownership

As a landlord, if you purchase a new property or sell your property and currently have tenants who are receiving assistance, please call ICS. You will be put in touch with a specialist who will send you “transfer of ownership” paperwork. This paperwork will need to be filled out and returned to our office so payments go out to the correct landlord.

## Fair Housing

HUD enforces the Fair Housing Act, which prohibits discrimination and the intimidation of people in their homes, apartment buildings, and condominium developments – in nearly all housing transactions, including the rental and sale of housing and provision of mortgage loans (Fair Lending).

Fair Housing involves individuals and families having the information, opportunity, and options to live where they choose without unlawful discrimination and other barriers.

What is prohibited in the sale, rental of housing and in mortgage lending?

No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin. Some examples are:

- Refuse to rent or sell housing or make a mortgage loan
- Refuse to negotiate for housing
- Make housing unavailable
- Otherwise deny a dwelling
- Set different terms
- Provide different housing services
- Falsely deny that housing is available for inspection

You may file a Housing Discrimination Complaint with HUD by contacting the National Discrimination Hotline 1-800-927-9275. For more information about the Fair Housing Act, please visit [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing).

## Glossary

There may be some lingo you are not familiar with, here is a cheat sheet to help you if you need it!

- ICS: Integrated Community Solutions
- HCV Program: Housing Choice Voucher Program
- HAP: Housing Assistance Payment
- HQS: Housing Quality Standards
- EOP: End of Participation
- Interim: changes that may happen in between annual reviews that can cause a change in the amount the ICS and the tenant are responsible for. These can be changes in income, household composition, or changes in the contract rent amount.

## Resources

- ICS website: [www.ics-gb.org](http://www.ics-gb.org)
- HUD website: [www.hud.gov](http://www.hud.gov)
- HAP check website: [www.HAPcheck.com](http://www.HAPcheck.com)
- Fair Housing: [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing)

**Thank You for Your Participation in the Housing Choice Voucher Program!**