

OWNERS INFORMATION PACKET

INFORMATION FOR OWNERS/LANDLORDS CONSIDERING RENTING TO A HOUSING CHOICE VOUCHER HOLDER

The Housing Choice Voucher program enables lower income families to live in decent and safe housing that is in good repair of their choice within the community.

HOW DO PERSONS QUALIFY FOR THE PROGRAM? To initially qualify, the family's income must be at or below 50% of the median income for the community. They remain on the program as long as they comply with program rules and their portion of the rent does not equal or exceed the total amount of rent.

RENT:

HOW MUCH RENT WILL THEY PAY? The portion of rent the voucher holder will pay is based on approximately 30% to 40% of their adjusted income, depending on the rent charged for the unit. When a family has a decrease in income, their portion may decrease. When they have an increase, their rent will normally increase after proper notice is provided to both the tenant and owner/landlord.

HOW MUCH RENT WILL THE HOUSING AUTHORITY PAY? The balance of the rent is paid by the Housing Authority and directly mailed to the owner/agent on the first day of each month for that month or the first business day following the 1st day of the month. The Owner/Agent may request to have to have the Housing Authority's portion paid through direct deposit.

HOW DOES THE AUTHORITY DETERMINE ACCEPTABLE RENT? When approving rent, the rent must meet all of the following tests:

1. The tenant may not pay more than 40% of their adjusted income for rent. For each tenant this will be a different number noted on their Rent Worksheet; **and**
2. The Rent must be reasonable for the type, location, size, and amenities in the local market. Rental amounts are determined by comparables to similar open market units within a one to two-mile radius of the prospective unit. To support the requested rental amount, the property owner/manager should be prepared to provide the agency with at least two comparables of unassisted units within the required radius; **and**
3. The rent plus utilities may not exceed the payment standard set by the agency. See the last page of this booklet for the current payment standards. A payment standard is the maximum amount of rent + utilities that the agency will subsidize. If the rent + utility allowance exceed the payment standard, the rent may only be approved if the difference between 30% and 40% of the tenants' income will allow them to pay the difference.

LEASES: The lease must be reviewed by the Housing Authority. The first lease must be for one full year. Leases may begin any time during a month but must end on the last day of month. If you execute a lease for any other day before the first day of the month, **the tenant may be responsible for the rent until the contract begins**. After the first year, the lease may be month-to-month, six months, one year, etc. (May not exceed 2 years.). ***The Owner/Agent/Landlord/Property Manager is responsible to enforce the lease.***

SECURITY DEPOSITS: You may charge the same deposit amount as charged to other tenants in the market. Participants are responsible for paying the security deposit. When the participant moves, you must follow state law regarding the return and/or notification of amounts kept from a security deposit. If the deposit does not cover damages and/or unpaid rent, please send a copy of your final settlement statement to the agency. Although we do not pay any of these costs, we will forward the debt to the participant if they are still on the program.

THE PROCESS: This is a federally funded program which requires certain paperwork and certain rules. The following is an example of how the process should flow:

1. **The voucher holder finds a unit they want to rent.**
2. **The owner/agent screens** the voucher holder in the same manner they screen all applicants – (for example, credit checks, criminal background checks, landlord references, etc.)

3. After the applicant has cleared the owner/agent screening, **the owner completes the required paperwork, has the voucher holder sign and return the paperwork to the Housing Authority.**
4. Once the paperwork is received, it is reviewed for completeness to ensure ownership or Management Agreement, property taxes are current, proper zoning of property, that owner is not debarred by HUD/Agency, that there are no prohibited lease provisions, etc. If no other documentation or clarification is required, the Inspector contacts the owner to schedule the inspection and review rent as stated above.
5. **Inspection is conducted.** Please remember – **all utilities must be on before we can inspect the unit.** We can only inspect units that are vacant unless occupied by the participant (voucher holder). We recommend the owner/agent be present at the inspection in case items need to be correct and/or rent needs to be negotiated. If items need correction, the owner/agent is given time frame to complete (no more than 14 days). If unit cannot be brought on to the program, owner/agent is notified.
6. **IMPORTANT, UNIT MUST PASS THE HOUSING INSPECTION FIRST.** Once the unit passes inspection, then the Housing Specialist contacts owner/agent to execute a lease. Once a copy of the signed lease is submitted to the agency and reviewed the Housing Specialist will send the owner a contract with the agency and require a W-9 be completed. All Housing Assistance Payments are reported to the IRS and a 1099 will be rendered to the Owner annually.
7. Once a contract is executed, **only then will payments be authorized.**
IMPORTANT: The Housing Authority is prohibited by federal law to pay any subsidy on any unit until the day after the unit has passed inspection and both a contract and lease are executed.

Timing of Housing Assistant Payment (HAP) Contracts:

- Contracts signed and returned prior to the 10th day of the month should be issued a check for Housing Assistance Payments during the mid-month check run. Mid-month checks are disbursed on or around the 15th of the month.
- Contracts signed and returned after the 10th but before the 23rd of the month should be issued a check for the current Housing Assistance Payment with their next regular monthly check.
- The agency mails regular checks on the first business day of each month.
 - The Agency makes every effort to insure Direct Deposits are sent to the bank the first day of each month. If there is a holiday or weekend this may delay the bank receiving the Direct Deposit.

THEN WHAT: Once tenant moves in the unit you treat the them as you would any other tenant and follow-up on any lease violations to include non-payment of rent. The HAP Contract indicates the following:

- You may not terminate the lease during the first year except for serious lease violations or repeated lease violations, **and**
- You must notify the Housing Authority of any lease violations or legal action you take toward the Voucher Holder.

ISSUES OR CONCERNS WITH THE TENANT: Your HAP contract requires that you notify the agency of lease violations and correspondence you have with the resident.

When we receive your correspondence regarding lease violations and correspondence with the tenant, we will do the following:

- Upon the first lease violation and subsequent warnings or complaints, the agency will have the resident come to the office for a counseling session, explaining how these matters could affect their tenancy and further participation in the program. If available and needed, the Agency will refer them to resource agencies.
- When you send us a copy of a formal action that you are taking (i.e., Three Day Notice to Pay or Vacate, Three Day Notice to Comply, Thirty Day Notice to Vacate, etc.), we will bring the participant in again to advise them of their rights and responsibilities and issue them a program termination notice. The participant will have an opportunity to appeal their program termination notice.
- When we receive a copy of actual court action, (i.e., Judgment, Notice of Possession, etc.) the resident will be terminated from the program. Any participant who is formally evicted or who vacates the premises under an eviction action is ineligible for the program.
- It is the Owner's/Agent's responsibility to enforce the lease and communicate any violations to the Housing Authority. We prefer all communications in writing to document the resident file.
- If you fail to take appropriate legal action, fail to serve the resident with proper legal notices, or fail to win in court, it makes it difficult for this agency to take any action.

We hope this clarifies what actions you need to take to remedy your complaints. If you have any questions regarding required legal action, please contact an attorney who specializes in rental law.

QUESTIONS WE ARE OFTEN ASKED

I'm moving. Will my HAP check be forwarded to my new address? Our checks are not forwarded. If you need your check sent to a new address, you must request the change in writing. In order to protect you, we will only change addresses on the check from a written request. It is important that you inform the Agency of the correct address not only for check disbursement but also for correspondence.

Can you send my rent check to my bank? Our agency has the ability to send an Owner's payment directly to their bank (*Direct Deposit*). On this website, you can download the *Request for Direct Deposit*. The agency does have a website where an Owner receiving direct deposits for more than one tenant can login a review the details of the payment. Please contact 801.627.5851 ext. 103 for more information.

The tenant is breaking the lease. When will OHA evict them? The Agency does not evict tenants. The Owner/Agent is responsible to enforce the lease and take the appropriate action (three day to pay or vacate, three day to come in compliance with the lease, etc.) **and send a copy to OHA.** We will counsel the tenant and remind them of the importance of following the lease to retain their housing subsidy – which may or may not help. You may still have to take legal action if the problem persists and isn't corrected.

How can I put my rental unit on your program? Quite often Owner's call our agency and want to put their unit directly on our voucher program. The only way a unit can become subsidized under the Voucher Program is for a tenant to approach the owner and want to rent the unit. We have no ability to provide direct subsidy to Owner's on the Housing Choice Voucher Program.

An Owner may list their unit in our Available Unit Book for potential Section 8 tenants.

I have a vacant unit. Can you send me a good tenant? The agency can list your unit in our *available unit book*, but we are not allowed to refer tenants to a specific unit. In addition, we can tell you the prior landlords to help you screen your tenants, but we cannot tell you if the tenant is "good" or "bad".

Can I rent to a member of my family? **No.** The agency is unable to approve a unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

***IMPORTANT* You may only collect the total amount of rent per the contract or contract amendment. Accepting additional payments of rent or having the tenant pay for the utilities or having the tenant do side work when the owner is responsible is a violation of the contract and considered federal fraud..**

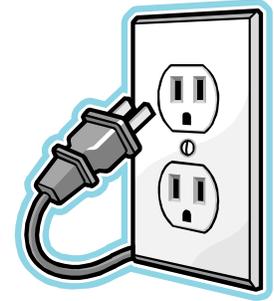
INSPECTION CHECKLIST

This list is provided as a courtesy to owners; it is not all inclusive of regulatory items. A unit which meets these requirements still may not be approved for residency based on individual needs and/or /regulatory issues.

- All utilities** must be operational at time of inspection (gas, water, electric on.) If the unit is a multi unit (duplex, triplex, etc.) and if the tenant is responsible for utilities, the utilities must be separately metered.
- All windows which are made to open need to open and lock. Windows cannot be broken or cracked.
- Basement bedroom windows must meet City egress requirements - See page 10.
- Each room (except bathroom) must have either 1 overhead light and 1 outlet, or two outlets. The bathroom must have one permanently installed light fixture.
- All outlets and switches must have cover plates
- No torn flooring or tripping hazards;
- No holes in walls or ceilings
- No heavy accumulation of trash or debris inside or out
- Roof and chimney in good condition
- All exterior doors must lock and must be solid doors (no hollow core doors).
- Three or more stairs and a unprotected height of 30" or higher must have handrails
- Refrigerator and Stove must be completely operational, including functional handles and knobs.
- Bathroom must have a window which opens or a vent fan
- Smoke Detectors in each bedroom and on each level. Carbon Monoxide Detectors in any unit that has a fuel fired furnace, fireplace, stove or attached garage
- Clean & sanitary, no roaches or rodents
- Water heater must have "drip leg" from the pressure relief valve to 6" from the floor.
- All plumbing must be functional and clear draining. No leaks.
- Units built before 1978, where either a child or pregnant woman will reside, must not have any deteriorating paint (chipping, peeling, scaling, flaking, etc.) unless the unit has cleared a state certified lead based paint test reflecting no evidence of lead based paint. COPY OF CERTIFICATE REQUIRED.
- All electrical outlets must be properly ground

HUD clarification of acceptable 3 prong electrical outlets

On March 31, 2010, HUD published a clarification to all Housing Authorities of acceptable electrical three prong outlets in units built before 1975.



If your unit was built prior to 1975 and you have replaced two prong outlets with three prong outlets without installing proper GFCI's or upgrading your electrical system to include grounding, ***the outlets may no longer pass HQS for this program.***

This new inspection standard will be applied to all new unit inspections and will be checked at all annual reviews beginning in June 2010.

- If your unit has two prong outlets, they should pass inspection.
- If you have replaced two prong outlets with three prong outlets and have GFCI installed to protect the line of electrical outlets, they should pass inspection.
- If you have replaced two prong outlets with three prong outlets and have upgraded your electrical system implementing grounding, your outlets should pass inspection.
- If you have replaced two prong outlets with three prong outlets and have neither upgraded your electrical system for grounding nor have installed GFCI's throughout the electrical system, your outlets may not pass inspection. You can rectify this matter in one of three ways:
 - Upgrade your electrical system for grounding, or
 - Install GFCI's to protect your system, or
 - Return to two prong outlets.

OWNER'S CHANGE FORM

PLEASE PROVIDE EITHER THE TENANT'S NAME OR PROPERTY ADDRESS:

NAME: _____ ADDRESS: _____

ADDRESS CHANGE ONLY: (Use only if there are no other changes to Ownership or Management)

Please Change the Address for All Correspondence; Checks Only; 1099 Form

Owner Agent/Manager _____

New Address: _____

Email Address: _____

Phone Numbers: (Home) _____ (Work) _____ (Cell) _____ - _____

Owner's Signature: _____ Effective Date: _____

MANAGEMENT CHANGE ONLY: (Use only for New Managing Agents – *not* Ownership changes)

A copy of the management agreement or power of attorney must be attached.

New Manager/Agent: _____ Effective Date: _____

New address: _____

Phone Number: (Home) _____ (Work) _____ (Cell) _____ - _____

Email Address: _____

This property is no longer being managed. Please send all checks and correspondence to original owner.

Owner's Signature: _____ Effective Date: _____

CHANGE OF OWNERSHIP ONLY: This property has been or is in the process of being sold.

You must attach a copy of the deed, trust, settlement papers, court documents, foreclosure, etc. reflecting legal changes. New Owners must sign this form and complete a W-9

Old Owner: _____ Effective Date: _____

New Owner(s): _____

This name must match the owner's name on legal documents.

New address: _____

Phone Number: (Home) _____ (Work) _____ (Cell) _____ - _____

Email Address: _____

By the signature below, I/we agree to the existing lease(s) and/or Housing Assistance Payment Contract(s) for the tenants listed below.

New Owner(s) Signature : _____ Date: _____

Housing Assistance Payments will not be transferred to new owners until new owners have been approved. Approval will not be granted without signature above of new owner, documentation of the sale and submission of a W-9. OHA will not be responsible for providing copies of leases or contracts to new owners.

Current Payment Standards As of 10/1/2020

<i>Bedroom Size</i>	<i>0</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
<i>Payment Standard</i>	<i>660</i>	<i>850</i>	<i>1,090</i>	<i>1,340</i>	<i>1,537</i>	<i>1,767</i>

IMPORTANT: The *Payment standard* is the maximum monthly assistance payment for a family assisted in the voucher program. The Payment Standard include Rent + Utilities (if the owner provides all utilities).

Effective June 1, 2013 The Ogden Housing Authority will provide a 15% savings adjustment for properties that provide a Energy Star Certification. Adjustment will be made for the following utilities (if paid by tenant): heating, air conditioning, water heater and electricity. *Note: Energy Star Certifications must be provided by a Certified HERS Rater.*