

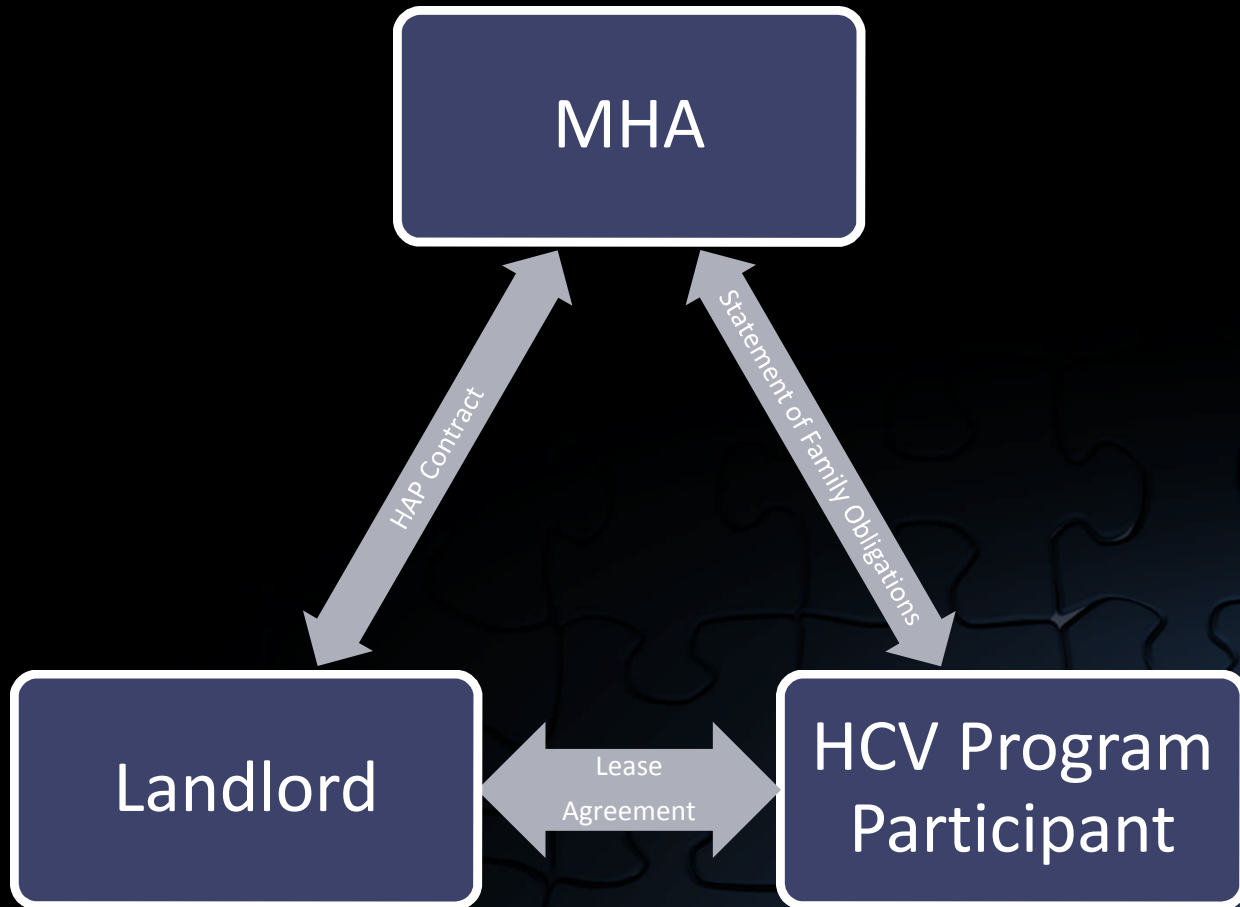


Annual Landlord Workshop

Montgomery Housing Authority

September 26, 2013

Relationship Cycle



HCV Participant Responsibilities

- Take care of unit
- Pay the rent on time
- Comply with the terms of the lease
- Comply with the Statement of Family Obligations (pages 2 and 3 of voucher)
- Provide complete and accurate information
- Attend scheduled appointments
- Comply with the Alabama Residential Landlord Tenant Act



Landlord Responsibilities

- Screen participant families
- Maintain the housing unit
- Enforce the lease
- Comply with the Terms of the HAP Contract
- Comply with Fair Housing Laws
- Comply with the Alabama Residential
- Landlord Tenant Act



Listing a Property – Go Section 8

- MHA is currently using Go Section 8 to list all available units in the area
- There are 2 ways to register for the service
 - Complete Property Listing Form and fax to Go Section 8 directly at 561-461-9848; or
 - Create a login ID and password at www.gosection8.com
- The service is free of charge for unit listing
- If you are looking for other features there is an additional charge



Request for Tenancy Approval (RFTA)

- MHA requires the following information when submitting the RFTA Packet for leasing:
 1. RFTA Form HUD-52517
 2. Sample Lease Agreement
 3. Ownership Information (Warranty Deed and Tax Information for unit)
 4. E-verify Information (State of Alabama Requirement)



Request for Tenancy Approval – continued-

5. Lease Addendum Against Women Act
6. Lead Based Paint Disclosure
7. Management Agreement (if you have someone managing the property)
8. Authorization Agreement for Direct Deposit
9. Landlord Information Form
10. Property Listing Form



Rental Adjustment Request

- After the initial term of the HAP Contract the landlord may submit to the Authority a request for rental increase form
- The request must be submitted at least 60 days prior to the anniversary date of the lease
- All request may not be approved



Request for Inspection Extension

- The request must be placed in writing stating:
 - Unit Address
 - Tenant Name
 - Reason for Extension
- MHA has 10 days to respond to the extension



Request for Inspection Extension – continued -

- Extensions are granted on a case by case basis where the owner has made a good faith effort to correct the deficiencies and is unable to for reasons beyond the owner's control
- Reasons may include but not limited to:
 - Parts or services are not available (documentation will be required)
 - Weather conditions
 - Reasonable Accommodation for a family with a disability



Request for 3rd Inspection – continued-

- MHA requires a written request be submitted along with verification of the correction (copies of the receipt or invoices for the associated repairs)
- To improve operations MHA will no longer accept documents that state “all repairs completed” on the invoice with no date information.



Abatement

- If the owner fails to correct deficiencies by time specified HUD requires MHA to abate payments – no later than the 1st of the month.
- The maximum timeframe for a unit to remain on abatement is 30 days; MHA will begin the relocation process immediately.
- After the abated timeframe “no retroactive payments will be made to the owner for the period the rent was abated”



Unit Foreclosure

- Federal Law founded May 20, 2009 protecting Housing Choice Voucher Holders
- Entitled Protecting Tenants at Foreclosure Act, Pub. L. No. 111-22, Section 702 (2009)
- Rules for Foreclosure:
 - Fixed terms that have not expired, tenant can remain until end of lease terms
 - Lease ends less than 90 days, new owner may not evict tenant without a minimum 90 days notice



Owner Fraud Misrepresentation or Program Abuse

- Accepting Duplicate Housing Assistance Payments for the same unit in the same month before the family resides in the unit or after a family no longer resides in the unit.
- Seeking “under the table” and/or “side payments from a participant



Owner Fraud Misrepresentation or Program Abuse

– continued -

- Failing to notify the MHA when the unit is vacant or members of the household are no longer in the unit – moved out or deceased.
- Under the terms of the HAP contract, whenever the owner accepts a HAP payment the owner is certifying that the eligible family is still residing in the unit which the HAP payment was made.



Prohibited Owner Actions

- Owner participating in the HCV program must not:
 - Make false statements to the MHA
 - Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program



Prohibited Owner Actions – continued-

- Any of the following will be considered evidence of owner program abuse
 - Charging the family rent or other charges above or below the amount specified by the MHA;
 - Charging a security deposit other than that specified in the family's lease;
 - Charging the family for services that are provided to unassisted tenants at no extra charge;



Prohibited Owner Actions – continued -

- Increasing the rent paid by a participating family without following program procedures;
- Accepting housing assistance payments on behalf of a participant who is related to the owner;
- Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit;



Prohibited Owner Actions – continued -

- Knowingly accepting incorrect or excess housing assistance payments;
- Offering bribes or illegal gratuities to the MHA Board of Commissioners, employees, contractors, or other MHA representatives;
- Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to the MHA;
- Residing in the unit with an assisted Family.



Presentation Notes

