

The Question & Answer Guide to Leased Housing

Where needs are met...



EHA HOUSING CHOICE VOUCHER PROGRAM

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Evansville, IN 47713**

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Welcome to the Housing Choice Voucher Program for the Evansville Housing Authority. Landlords are a vital part of this program, as defined and monitored by the U.S. Department of Housing and Urban Development. To ensure your understanding and answer some of your questions, we have compiled this handbook. The information contained is based on frequent questions and concerns expressed by current participating landlords. We hope it will be a valuable asset to you.

After you review the packet, please contact Marques Terry, EHA's HCV Director, to answer any questions or address any concerns prior to committing to becoming a participating Landlord.

EVANSVILLE HOUSING AUTHORITY HOUSING CHOICE VOUCHER PROGRAM

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HOUSING CHOICE VOUCHER PROGRAM

Monday, Wednesday, Thursday, Friday 8:00 AM - 4:00 PM
(Office closed on Tuesdays and 14 Federal/City holidays.)

WALK-IN HOURS

Monday 9:15-10:30 AM
Thursday 2:45-3:45 PM

(Walk-in forms will be offered to clients to fill out if they arrive outside of allotted time.)

EHA WEBSITE

www.evansvillehousing.org

THE EVANSVILLE HOUSING AUTHORITY

HOUSING CHOICE VOUCHER PROGRAM

This handbook is provided to give landlords an overview of basic operations of the Housing Choice Voucher Program. We encourage you to review this handbook to familiarize yourself with the basic program information. We will attempt to answer the most frequently asked questions in reference to the Housing Choice Voucher Program. We can also provide opportunities to attend an orientation to give you more details on how the program works.

In this packet you will find several items to assist landlords in screening and selecting tenants. We also include information that the landlord is required by law to provide to tenants before they lease their unit and at move out.

We have included a copy of the HUD Housing Assistance Payment (HAP) contract. This contract outlines the requirements and responsibilities of the Landlord, Tenant, and Housing Authority. Our experience is that most questions can be answered by reading the HAP contract.

Several items are provided as a courtesy. These are things we think are helpful when you rent your unit. We tell you how you may best utilize these items. These include copies of Fair Housing Equal Opportunity Brochure provided by HUD, Indiana Fair Housing Flyer provided by Indiana Civil Rights Commission, "A Good Place to Live" handbook provided by HUD about what to expect at inspections, and Lead-Based paint information provided by the EPA.

If you have a question that is not addressed in this handbook, you may contact the Housing Choice Voucher Office for assistance.

Again, welcome to the Housing Choice Voucher Program. We look forward to working with you to provide quality housing for Evansville residents.

The Questions & Answer Guide to Leased Housing

Housing Choice Voucher Program (HCVP)

What is Leased Housing?

The Housing Choice Voucher Program (HCVP - formerly Section 8) was established by the Federal government. It is administered by The Housing Authority of Evansville, Indiana (EHA) under contract with the U. S. Department of Housing and Urban Development (HUD).

The primary function of the EHA Housing Choice Voucher Program is to provide subsidized rent to low income families and individuals. The HCV Program is federally funded Housing Assistance Payments (HAP). It differs from other federal housing programs in that leased housing allows the tenant to shop and select the unit from privately owned housing in the Evansville Metropolitan area.

Applicants and Participants of the Housing Choice Voucher Program select the location in which they wish to live and the unit that they wish to rent. They are encouraged to find suitable housing outside of high poverty neighborhoods. **The Housing Choice Voucher Program does not refer landlords to tenants, nor do we refer tenants to landlords.**

The Housing Choice Voucher Program is a nationwide program. Tenants may be able to relocate to other areas of the country if the program is available in the area they select and if funding is available.

What is the Waiting List?

When a person applies for leased housing they are placed on a waiting list according to the time and date they applied. As vouchers become available, through withdrawals of participants or when HUD issues additional vouchers, a person is taken from the top of the waiting list and issued a voucher after appropriate criminal screening and verification of income is complete.

Everyone must wait until their name reaches the top of the list. There are no preferences that will move a person from the bottom of the list to the top and there is no emergency housing. Currently, the waiting list has approximately 2000 people on it and is closed to application. As of the date of this handbook there is an approximate two year wait for a voucher to be available. We do not expect HUD to issue additional vouchers.

What is the Voucher?

The voucher is actually a document that guarantees payment of rental assistance on behalf of the participant to whom it is issued after a unit has been approved. Landlord approval is **not** unit approval. Units are approved only by inspection by EHA inspectors. Tenants should **never** sign a lease before the housing authority has approved the unit for housing assistance. EHA **will not** pay on unapproved units.

The voucher size is the number of bedrooms the client is eligible for based on EHA subsidy standards. Subsidy standards are based on the number of people in the household. The Housing Choice Voucher Program is authorized by HUD to set subsidy standards. Currently, subsidy standards are two persons per sleeping room, regardless of age, sex, or relationship. The following chart shows EHA subsidy standards in detail:

Voucher Sized Based on Number of People in the Household

Voucher Size	Number of Persons for the Voucher Size
0 Bedroom	1 person
1 Bedroom	1-2 person*
2 Bedroom	2-3 people
3 Bedroom	4-5 people
4 Bedroom	6-7 people
5 Bedroom	8-9 people
6 Bedroom	10 people

** Restrictions may apply; contact HCV Office for details.*

After the voucher is issued the client begins to look for a unit they feel would best meet their needs and for which they are qualified.

How Much Rent Can I Charge?

Landlords determine how much rent they want for their unit. Our inspectors will do an inspection of the unit and determine if the rent the landlord request is acceptable and if the tenant can afford it. The Housing Choice Voucher Program uses a payment standard set by HUD to determine acceptable rents.

There are several variables that affect how much rent we can approve and how much the tenant can pay. These include utility allowance calculation, rent reasonableness, and tenant income. If your requested rent is above the payment standard, the tenant's total payment (TTP) cannot exceed 40% for the overage. An overage is the difference between our payment standard and the Landlord requested rent plus the unit utility allowance calculation. Overages will be reviewed in more detail later on.

What is Rent Reasonableness?

Rent Reasonableness is another variable that affects the amount of rent that EHA can approve for a unit. It is based on the average, high, and low rental prices of a number of other similar units found in the same census tract area as the leased housing rental unit. HUD requires the Housing Authority to do rent reasonableness studies annually. How much rent a landlord can charge is affected by rent reasonableness.

Does the Housing Authority pay the whole rent amount?

The Housing Authority does not generally pay the entire rent amount. Clients qualify for the program based on their annual income. The program is currently designed such that all tenants will pay an average of 30% of their adjusted income. By adjusted we mean after all allowable program deduction, not after taxes. There may be instances where a client's income is so low and the deductions so high that they will actually receive a utility check to be used to pay the utility bill.

What is a Payment Standard?

Many landlords and tenants are confused by Payment Standards and assume that the payment standard is the amount of rent they can receive for their unit. This may be because the term **Fair Market Rent (FMR)** is applied to **Payment Standards**. While FMR's are Payment Standards, Payment Standards are not rent. The payment standard includes the **gross rent AND the utility calculation** for the unit based on the number of bedrooms in the unit.

Payment standards are set by HUD. However, at their discretion, a housing authority may set the payment standards at 10% above or below the HUD Fair Market Rents for its area. Payment standards may be raised or lowered annually, depending on the housing authority budget.

Current EHA payment standards are as follows:

2020 Payment Standards

Voucher Size	Payment Standard
0 Bedroom	\$605
1 Bedroom	\$668
2 Bedroom	\$849
3 Bedroom	\$1107
4 Bedroom	\$1174
5 Bedroom	\$1350

A good rule of thumb for landlords to use in determining the **approximate** amount of rent to charge for a unit is as follows: If the landlord is going to pay **ALL** utilities and furnish the stove and refrigerator, he can ask for the payment standard amount in rent. If the landlord **IS NOT** going to pay all utilities, the utility allowance calculation will be subtracted from the payment standard amount and the remainder is the amount of rent that could be approved. The **only** exception to this is if the tenant's income will support an **average**.

What Is This Utility Allowance?

When the Inspectors calculate the rent amount for a unit, one of the components of the calculation is the utility allowance. It is **NOT** what the utilities average in the unit. The calculation has no connection with the actual cost of utilities in Evansville. The utility allowance is a deduction that is based on several factors. The size of the unit (number of bedrooms in the unit). The kind of utilities the tenant is responsible for paying. If the unit is a free standing house or part of a multi-unit building (like a duplex or apartment complex).

Below are examples of three utility calculations. These are the utilities the **tenant will be responsible for paying**.

The examples are for a three bedroom apartment. In the first one, gas and electric are **paid by the tenant**. The landlord will pay for water sewer, and trash and provide the stove and refrigerator. All the appliances, the furnace and the water heater are gas, and the gas is paid by the tenant. The following utility allowance would be used:

Gas Heat	\$41
Gas Stove	\$ 7
Gas water heater	\$ 40
Air Conditioning	\$22
Other Electric	<u>\$57</u>
Total Allowance	\$167

If all the appliances are electric the utility allowance would be as follows:

Electric heat	\$108
Electric Stove	\$ 14
Electric Water Heater	\$45
Air Conditioning	\$22
Other Electric	<u>\$57</u>
Total Allowance	\$246

And if the unit was a free standing house with gas appliances the utility allowance would be as follows:

Gas Heat	\$44
Gas Stove	\$9
Gas Water Heater	\$ 40
Air Conditioning	\$26
Other Electric	<u>\$57</u>
Total Allowance	\$176

So, as you can see, utility allowances are not standard for every unit. Each unit has variables that must be considered. Only the inspector can give you an accurate calculation for the unit.

How can I find the utility calculation on my unit?

The inspector calculates the utility calculation at the inspection. However, in your landlord packet we have attached a copy of the 2020 Utility Allowances & Fair Market Rents schedule. The instructions on how to use the schedule are at the top of the form. Please be advised that **ONLY** inspectors can approve rents and verify utility calculations. Your use of the utility calculation is considered only an estimate.

You can take the form and select the appropriate sized unit, and select the utilities for which the tenant will be responsible. Add each item together and the total is the utility calculation for your unit. You can then subtract this amount from the FMR. This gives you a ballpark figure for the rent you may be able to request.

Bear in mind that tenant income will impact the amount of rent EHA can approve for a unit. Tenants will pay an average of 30% of their gross adjusted income for rent (this is before taxes are deducted). However, they cannot pay more than 40% of their gross adjusted income. Inspectors have the tenant's percentage information at the inspection and can determine if the tenant can afford the unit. If the tenant's income will not support the requested rent amount, the landlord must either negotiate a rent that is acceptable or the tenant must find a new unit.

So, how do the inspectors calculate the rent?

To calculate rent the Inspectors review the size of the unit, the FMR, and the utility allowance calculation and then calculate the total rent. Here is an example of two 3-bedroom units with a different utility calculation for each:

Three Bedroom Utility Calculation

1. All Gas Multi-Unit:		2. All Electric Multi Unit:	
3 bedroom FMR set by HUD is		\$1107	
Minus the utility allowance		\$167	
Total allowable rent		\$940	
3 bedroom FMR set by HUD is		\$1107	
Minus Utility Allowance		\$246	
Total allowable rent		\$861	

Bedroom / FMR's	3 Bdr FMR: \$1107.00			
	Multi		Single	
		Enter \$		Enter \$
Heating				
Natural Gas	\$41		\$44	
Electric/Oil	\$108	\$108	\$116	
Bottle Gas	\$156		\$172	
Air Conditioning	\$22	\$22	\$26	
Cooking				
Natural Gas	\$7		\$9	
Electric/Oil	\$14	\$14	\$16	
Bottle Gas	\$21		\$24	
Other Electric	\$57	\$57	\$57	
Water Heat				
Natural Gas	\$40		\$40	
Electric/Oil	\$45	\$45	\$48	
Bottle Gas	\$59		\$63	
Water	\$22		\$26	
Sewage	\$42		\$53	
Trash	\$11		\$11	
Range	\$7		\$7	
Refrigerator	\$6		\$6	
Total For Unit		\$246		

It is possible to offer higher rent amounts *IF* the tenant's income can support a higher rent amount *AND* if the rent is not above the **Rent Reasonableness**.

Let's examine the second 3 bedroom apartment mentioned on the previous page. It is a totally electric unit. On Table 1 we have calculated the utilities that the *tenant* will be paying. The inspector will subtract the total utility calculation of \$167, from the FMR \$1107. The approved rent would be \$940.

If you notice the dollar amounts for Stove, Refrigerator, water, sewer, and trash are not added in this equation. That is because the Landlord is furnishing them and they are not counted.

Suppose the landlord is paying all utilities. In that case, there would be a zero utility calculation for the unit. The owner may be able to receive the full FMR of \$1107.

The utility allowance calculation has a proportional effect on the tenant's portion of rent. The higher the utility allowance of a unit, the lower the tenant's portion of rent.

How do I get my unit pre-approved so I know how much rent I can get?

EHA does not conduct pre-inspections. However, if time permits, EHA will try to accommodate new Landlords to familiarize them with the Inspection process to avoid future delays.

The move-in inspection must be done for every tenant. For example, Mary wanted to rent the unit and it was inspected for her but she changed her mind. Now, 10 days later, John wants to rent it. It must have another inspection for John. There is no circumventing this inspection. However, logically one would think that the inspection for John will go faster but the same criteria must be met. Every unit must be inspected for every tenant before they move in regardless of how many inspections it has had previously. Inspections take about a week to ten days from the day the paperwork comes into this office to get scheduled.

Finally, units will be inspected every other year (biennially) for as long as the tenant resides in the unit. It must be re-inspected for a new tenant after the old tenant moves out.

Will the tenant get a utility check?

Some tenants do get utility checks to be used toward their utilities. However, when there is an income source in the household the tenant typically does not get a utility allowance check. If the landlord pays all utilities, the tenant will not get a check.

Whose name are the utilities in?

If the tenant is to pay for any or all utilities those utilities must be in the Tenant's name. The tenant must pay the utilities and if utilities are turned off due to non-payment, the tenant must have them turned back on immediately. EHA will not pay on any unit that does not have utilities on.

HUD regulations state that the housing authority must recoup monies paid when a unit is without utilities. Therefore, if the landlord is aware that utilities have been shut-off in the unit, he should let the Housing Choice Voucher Program office know in writing immediately. Tenants will be given ten (10) days in which they must have utilities back on in the unit. If the tenant does not comply with this requirement, they will be terminated from the Housing Choice Voucher Program.

If the Landlord decides to pay any or all utilities in the unit, those utilities must be in the Landlord's name. Landlords must pay those utilities and must not bill the tenant for any part of them. Even if you feel the utilities are excessive, you cannot bill the tenant for the excess.

When can the tenant move in?

The tenant can move into a unit ***after*** the inspection has **PASSED**. EHA will not pay rent for the days prior to the passed inspection or without a signed contract. The landlord is discouraged from allowing a tenant to move into a unit prior to the inspection.

If a tenant moves into a unit before it passes inspection the tenant is responsible for the **entire rent amount** during those days. If the unit doesn't pass or if the tenant doesn't qualify for the unit for any reason, the tenant must move or lose their voucher.

When a tenant moves in prior to the inspection, the contract date and lease term shall be the date the unit passed inspection. For ALL Housing Choice Voucher Program participants, leases signed prior to a passed inspection are not valid and must be corrected.

Who Pays the Deposits?

All deposits are paid by the tenant. The Housing Choice Voucher Program subsidizes the rent only. Security deposits and utility deposits must be paid by the tenant. If a tenant cannot pay a deposit, it is up to the Landlord to determine if they want to charge a deposit or even rent to the tenant.

The landlord and tenant should agree when the deposit is to be paid. The larger the deposit, the fewer number of tenants you can expect to see from the Housing Choice Voucher Program. The clients are low income and often will not have deposit money.

If you agree to take the deposit in payments, you should have a written agreement stating the terms. You may add this to your lease or have a separate agreement. You should furnish a copy to the Housing Choice Voucher Program office for the tenant file.

If you collect a deposit when the tenant moves in you should have provided them with a receipt of that deposit.

What is the 45-Day Rule Regarding Deposits?

Indiana has enacted a security deposit statute. This statute placed very strict requirements on Landlord handling of a tenant's security deposit. Under Indiana law, when a tenant vacates the unit, the Landlord must return the deposit within forty-five (45) days. There are some exceptions to this but landlords would be wise to use extreme caution in handling deposits.

When a tenant leaves your unit, they must provide you, in writing, with their forwarding address. This starts a clock that runs for 45 days. Within those 45 days, if there are damages to the unit, you **MUST** provide to the tenant a detailed list of charges that you will deduct from their security deposit. If there are no damages, you must return the entire deposit within the 45-day time frame.

With the itemized list, you must also remit to the tenant any remaining deposit, if one is due. If you fail to follow this statute, the tenant can file suit against you. The statute provides that the landlord will pay the tenant's attorney fees, return the security deposit in full (with no deduction for damages or rent due), and you must pay all court cost.

For example: A landlord discovered after the tenant vacated that John Doe had caused \$2000 worth of damage to his rental unit. Mr. Doe had a \$300 security deposit and \$500 in attorney's fees. However, the landlord did not follow the Indiana statute regarding deposits. Therefore, he could not collect payment for his \$2000 in damages, he had to return Mr. Doe's \$300 security deposit, he had to pay Mr. Doe's \$500 attorney fees, and he had to pay the \$300 filing fee to bring the case to court. In addition to the \$2000 in damages, the landlord is out roughly an additional \$900 because he did not follow the law.

Obviously, it is in the landlord's best interest to supply an itemized list of damages within the 45-day time frame set by the statute. A little extra paperwork now could save you a lot of time and money in the future.

Who does the lease and when?

A lease should be drawn up and signed **after the inspection has passed**. You may use your own lease. The lease is an agreement between the tenant and the landlord to lease the unit. The Housing Choice Voucher Program does not sign a lease because we are not leasing the unit. We are subsidizing the tenant. The tenant is bound by the terms of the lease and may be sued by the landlord for failure to comply with the lease.

The HAP Contract is an agreement between EHA and the Landlord. A copy of the body of the contract is included with this packet for your review. We encourage you to read it carefully. Once a move is completed you will be notified to come in and sign the signature pages of the contract. It will include the approved rent amount, the portions for EHA and the tenant, and it will include the lease term date. Please note this date. The date of the lease term stated in the contract must agree with the lease start date. If they do not agree you must correct the lease to reflect this date.

By signing the contract, you are agreeing to several things. You have agreed to rent your unit to our client. You have agreed to accept the rent stated on the contract. Only the people listed on the contract are approved and will be living in the unit. You agree to the stated term of the lease. And you verify that the utilities are paid by either you or the client. Other terms may be indicated by your signature and it is for this reason we include a copy of the body of the contract in this packet. Please read it carefully.

How will I know if the tenant can pay an overage?

The tenant will pay an average of 30% - 40% of their adjusted income. We count gross income before taxes and adjust for qualified program deductions. For example, tenants are eligible for a deduction of \$480 per year for each child in the home and \$400 for a disabled person in the home.

Review these charts below. In Table 1 shows the basic calculation information used for this unit. You will see that this is the 3-br calculation discussed above. The landlord's requested rent plus the utility calculation has exceeded the approved payment standard and the difference between the gross rent and payment standard is called the **overage**.

Table 1*(Information in this example is for teaching purpose and does **not contain the current Payment Standard or Utility Table)**

3 Br Payment Standard	\$760	# of Children:	2	Monthly Child Care Cost:	
Landlord's Requested Rent	\$700	Elderly/Disabled:	false	Type True or False	
Unit Utility Calculation	\$122	Monthly Income:	\$299	Income is ALL money coming into the home.	
Gross Rent	\$822	10% of ADJ Monthly:	\$22	< Tenant must not pay more than this amount over the Payment Standard.	
		Overage for this unit is:	\$62	< This unit is over the payment standard by this amount	

Table 2

Gross Yearly Income:	\$3,588	All income before deductions.
Deductions:		
\$480 per yr. Per child	\$960	Children under 18 or full-time student only
\$400 per yr for Elderly/disabled	\$0	May also qualify for certain medical deductions.
Child Care Deduction per year:	\$0	Amount paid for child care (must have receipts)
Total Deductions:	\$960	
Adjusted Yearly Income:	\$2,628	Gross income minus allowable deductions
Adjusted Monthly:	\$219	Adj. Yearly divided by 12.
30% of Adj. Monthly:	\$66	Adj. Monthly multiplied by 30%
Minus lesser of:		
Utility Calculation	\$116	
Pmt. Std - Contract Rent	\$60	
Utility Allowance Calculation:	\$60	30% minus utility calculation
Tenant Rent Portion:	\$6	Tenant's 30% minus utility - If a negative - tenant gets Utility Check is Minus min rent of \$50.
Housing Assistance Payment:	\$694	Contract Rent minus tenant portion

I was paying all utilities but now I want the tenant to pay, how do I change it?

Utility allowances are calculated only at the move in and annual recertifications. If a landlord decides to change who will be responsible for paying the utilities, they must wait until the next annual recertification to initiate the change. Landlords cannot shut utilities off for any reason. This is a violation of Indiana law and you may be subject to court action by the tenant.

If I have to shut off the utilities can I do so?

IC 32-31-5-6

Landlord prohibited from interfering with access, possession, or essential services

Sec. 6.

- (a) This section does not apply if the dwelling unit has been abandoned.
- (b) For purposes of this section, a dwelling unit is considered abandoned if:
 - (1) The tenants have failed to:
 - (A) Pay; or
 - (B) Offer to pay rent due under the rental agreement; and
 - (2) The circumstances are such that a reasonable person would conclude that the tenants have surrendered possession of the dwelling unit.

An oral or written rental agreement may not define abandonment differently than is provided by this subsection.

- (c) Except as authorized by judicial order, a landlord may not deny or interfere with a tenant's access to or possession of the tenant's dwelling unit by commission of any act, including the following:
 - (1) Changing the locks or adding a device to exclude the tenant from the dwelling unit.
 - (2) Removing the doors, windows, fixtures, or appliances from the dwelling unit.
 - (3) Interrupting, reducing, shutting off, or causing termination of any of the following to a tenant:
 - (A) Electricity.
 - (B) Gas.
 - (C) Water.
 - (D) Other essential services.

However, the landlord may interrupt, shut off, or terminate service as the result of an emergency, good faith repairs, or necessary construction. This subdivision does not require a landlord to pay for services described in this subdivision if the landlord has not agreed, by an oral or written rental agreement, to do so.

- (d) A tenant may not interrupt, reduce, shut off, or cause termination of:
 - (1) Electricity;
 - (2) Gas;
 - (3) Water; or
 - (4) Other essential services; to the dwelling unit if the interruption, reduction, shutting off, or termination of the service will result in serious damage to the rental unit. As added by P.L.2-2002, SEC.16. Amended by P.L.115-2007, SEC.6.

How do I become a Section 8 landlord?

A landlord who wishes to participate in the Housing Choice Voucher Program must complete the Landlord File Data form and a W-9 tax form. These forms are included in the Appendix of this handbook and are also available on EHA's website. You must also provide a copy of your photo identification and proof of ownership. This can be a settlement statement from your closing, warranty or quit claim deed, tax statement,

or a print-out from the Vanderburgh Assessor's office. You can obtain this document from the internet at the following address: <http://www.vanderburghassessor.org/GeneralSearch.aspx>.

After all documents are received, we will enter your information into our computer. This completes the Landlord enrollment with the Housing Choice Voucher Program. The landlord can now begin advertising for a Housing Choice Voucher Program participant.

When a tenant has been approved and moved into the unit, we attach the unit to your account on the computer so that payment can be issued.

Landlords should never allow a tenant to move into the unit until it had been inspected by an EHA inspector. If you allow the tenant to move into a unit that has not been inspected, NO PAYMENT will be issued on that tenant's behalf until it has passed inspection. We issue payment from the day the unit passed inspection OR from the day the tenant took possession, whichever comes LAST.

How do I find a tenant?

Landlords are responsible for finding suitable tenants to rent their units. EHA does not refer tenants to landlord nor landlords to tenants. Landlords are expected to use appropriate screening methods to determine suitability of each tenant.

Doesn't EHA do background checks on everyone?

Landlords are expected to screen tenants for suitability. Applicants are only screened once when they come on the program. An initial criminal history is done when the person is called in for their admissions interview. The Evansville Housing Authority *only* screens for activities that would prevent admission to the program based on HUD regulations. These are typically violent criminal behavior, drug charges or convictions, child molestation. Involvement with manufacturing drugs and child molestation can result in a lifetime ban from housing assistance. Applicants may have other criminal charges that would not prevent them from receiving housing assistance.

How do I screen a tenant?

You may use any number of screening methods. Initially a landlord should have an application process in which they obtain information on the tenant and every person who will be residing in the household. You should request social security numbers, driver's license numbers, residence addresses and names, addresses, and phone numbers of previous landlords. This information will allow you to perform a limited investigation at little or no cost.

The following sources will give you a lot of information on your potential clients.

1. **Court records** - you will find this information in the local courthouse. There are computers where you will look up the name and social security number of your applicant. You will find any rent and damage claims, evictions, any legal action that had resulted in a court appearance. Some information may not be of use to you. However, you will also be able to see if this applicant has been in court for criminal actions of importance, such as drugs, theft, forgery, etc.
2. **Police reports** - you may request the applicant go to the police department and obtain a background report on themselves and anyone over the age of 18 who will be in the household.
3. **Online Sexual Offenders Registry** - This is through the local sheriff's department. You may be able to determine if the applicant is a registered sex offender. Please read the information on using this information you find on the site. There are limits to how you use the information.
4. **Credit reports** - some landlords require this to determine if there are judgments against an applicant. Please use these with caution because the clients on this program are low income. They are not here because they have good credit. They have no money and as a result they may have bad credit.

During the initial application process, tell the applicant that you are going to screen them using the above sources. This may eliminate some tenants from the beginning. If there is something for you to find, they will not want to complete the application.

There will be some who will fill out the application on the chance that you won't screen them. Screen them anyway.

Only the landlord can determine if a tenant is suitable for tenancy. Tenants are responsible for their actions and those of all household members and their guest. The housing authority **is not** responsible for the behavior of any participant.

What if they trash my unit and don't pay their portion of the rent?

Tenants are responsible for their actions and the actions of their household members. What would you do if they were NOT on Section 8? Tenants are responsible for any damages. EHA **does not** pay damage claims and has not since the mid-90's. We are not leasing the unit. We are subsidizing the tenant. The contract between the landlord and EHA is an agreement that basically says the landlord has agreed to accept the rent we have approved and will abide by the HUD HQS requirements and will lease the unit to the participant listed.

The tenant has a signed lease. They are bound by the terms of the lease for the duration of the lease. If they damage a unit or if they get behind in rent the landlord should immediately notify the tenant of the problem. Landlords should also mail copies of all correspondence with the tenant to the housing authority to be placed in the tenant's file. This creates a paper trail regarding the problem.

We do not mediate problems between tenant and landlord but there are certain issues that we can address with a tenant. For example, if a tenant fails to pay their portion of the rent, they will not be allowed to move with continued assistance until the landlord is paid in full for rent or they can be removed from the program. They would not be allowed to come back on the program until the debt to the landlord for rent is paid. However, without documentation, it didn't happen.

The landlord should take appropriate action regarding delinquent rent and damages. We encourage all landlords to file these claims in court. This facilitates in the screening process. Any landlord who screens a tenant who has had a rent and damage in court will have valuable information in selecting a tenant. If you don't file, the next landlord won't know about your problem. If they don't file, you won't know about their problem.

Other FAQ's

How do I contact you?

All staff members have an email address and voice mail. Email addresses for any caseworker is available on our business cards. You may obtain one for each person in the lobby and they are listed in the front of this booklet. We prefer email because questions tend to be more specific and can be answered more thoroughly and more quickly. It also helps us document that you contacted us and we responded.

Most landlords ask the receptionist if they are unsure who they need to contact. The HCVP Director will also try to answer program questions or forward your call to a caseworker if the question is regarding a specific client. Over time you will learn who you need to speak with and how to reach them.

What is the best time to call?

Because we have voice mail you may call any time, day or night. We attempt to return all calls within 24 business hours.

When can I expect to hear from you?

Generally, you should expect a return call within 24 hours but sometimes it may take as much as 48 hours, depending on what is going on in the department or if someone is out of the office. The landlord department voice mail specifies 24-48 hours. If you have not received a return call within 48 hours, please call back and let someone know of your previous call. Your party may have been out sick or on vacation.

Why didn't you return my call within the time you said you would?

The Housing Choice Voucher Program office receives a phone call approximately every 45 seconds. Calls are forwarded to the appropriate department or person, if the receptionist has that information. There are four caseworkers and each one has over 400 clients. The admissions office has as many as 2000 waiting list clients. In addition to the tenant caseload, there are 1081 active landlords for whom staff is responsible for answering questions and maintaining up-to-date files. All of these clients will call at some point. So answering every phone call may not be possible in the course of a day. We all take lunch at different times; we take vacations at different times; and, we get sick one right after the other! So, you can see that it can be hectic at times and return calls may get sidetracked or even forgotten!

Why can't you just meet with me and answer my questions?

We can and do set up meetings to meet with individuals who have a serious problem that must be addressed in person. However, the workload of the Housing Choice Voucher Program is such that it is impossible to meet with every person who wants a meeting. We try to schedule meetings only for urgent issues, processing issues or training sessions.

Recertification appointments for every client are individually scheduled with caseworkers on an annual basis. Move briefings are held twice a month on Wednesday afternoons and the staff meets with about 30-40 tenants.

In addition to these scheduled meetings, clients frequently walk-in without an appointment and demand to meet with their caseworker. Although walk-in hours have been allocated, the caseworker may have to stop what they are doing and meet with them if it is an emergency. This causes a further delay in processing paperwork and answering the numerous calls we get. We may have as many as 200 people walk in on any one day or we may have none. There is no way to predict.

You didn't call and I can't get a meeting, so what am I supposed to do?

If you get no response at all within 48 hours, we encourage you to contact the supervisor of the department so he can determine why no one responded. Please understand that this person may also have to call you back or he may deal with your issue immediately.

If at any time you still feel you are not receiving the assistance you need, you may file a written complaint with the Director of Leased Housing or with the Executive Director of EHA.

I need a meeting with the inspectors, why do they never answer the phone?

Inspectors are not generally available during normal business hours to discuss inspection issues because they are inspecting other units. Appointments are very difficult for them because of the heavy load they carry in inspecting units. There are two employees in the Inspection Department to cover the entire program's inspection requirements. They work five days a week from 8-4 p.m. and most of their day is spent on the road or in units.

My unit was just inspected and I have some questions, who can I ask?

Most questions regarding a specific inspection would be addressed at the inspection itself, if the landlord can be present. If the landlord cannot be present, the inspector would contact the landlord either by phone or in writing if there were problems. They would not contact the landlord if there were no problems except to let them know what rent amount was approved and that would be by letter. A deficiency in the unit would be documented to the landlord by letter giving the landlord opportunity to correct the deficiencies and with a date and time for follow-up. The landlord can call and request to speak to the inspection department or leave a voicemail message. The inspector will return the call when they are in the office.

They just inspected my unit this morning and I need to know the rent and what the tenant is supposed to pay?

That won't be possible. An inspector may not return to the office until after 4 p.m. During the week, they must write up every inspection they have done for each day and each inspector may perform twenty inspections a day. They may not be done with your inspection paperwork for up to a week after the inspection was performed although this is rare.

After they have completed their inspection evaluations, the paperwork is then distributed to the caseworker or they may have to schedule a follow-up inspection. They will have an average of 40 completed and in-progress inspections a day to process in this manner.

Once the inspector has logged in the inspection or rescheduled the follow-up, they will distribute the inspection to either a case manager to process the rent changes or the inspector will await the next inspection. You will receive a written notification of any scheduled follow-up inspections.

Case managers may take another week to two weeks to process the completed inspection they have received. You will be notified in writing of any change in the rent amount that results. If no change results, you will not be notified.

My tenant is already on the waiting list and I want to rent to them, can they get their voucher sooner?

Being on the waiting list and living in a unit that is owned by a Section 8 landlord will not move a person up the list. The waiting list is only by time and date of application. There is also no emergency housing through the Housing Choice Voucher Program.

Applicants must wait until their name comes to the top of the waiting list. They must then meet the income qualifications and pass a criminal history before they receive assistance. If they fail to meet these criteria they will not receive a voucher.

My tenant is not paying their portion of the rent, what do I do?

Tenants are responsible for paying their portion of the rent. Landlords are responsible for collecting the tenant portion of the rent. If a tenant does not pay their portion of the rent, the landlord should take appropriate action. Clients should be notified of pending eviction and copies of all correspondence should be forwarded to the housing authority.

Tenants evicted for non-payment of rent will not receive subsidy on a new unit until the back rent due the previous landlord is paid in full.

Landlords who do not collect the tenant portion of the rent are subject to a reduction in their rent amount equivalent to the tenant portion not collected and to prosecution by HUD OIG.

Do I have to rent to a voucher holder or can I withdraw as a landlord?

Landlords are not required to rent to any Section 8 client if they choose not to do so, as long as discrimination is not involved in the decision to refuse to rent. Information on the FHA can be found at the following website:

https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview

Information on the AFFH (Affirmatively Furthering Fair Housing) can also be found at the following website:

<https://www.hudexchange.info/programs/affh/>

A landlord may decide, at any point that they no longer wish to rent to Section 8 clients. However, leases cannot be terminated without good cause and these are outlined in the HAP contract in this packet. With proper lease termination, the landlord can elect to no longer accept the voucher.

We do not withdraw a landlord from our computer system. Landlord information is kept on file in the event of a HUD or IRS audit.

Appendix

If you receive this booklet by email some documents may be sent as additional attachments. These are indicated with a star*.

‡These items must be returned to register as a landlord.

Required Forms

You must complete these two forms and return, in addition to documentation that you own the property, a photo ID and a management agreement if you have a manager. If at any time you have a change of address, you must complete these two forms again with the new information.

- Landlord File Data Sheet*‡
- W-9 Tax Form*‡

Informational Items available on our website

- Utility Calculation Chart
- Lead Based Paint Pamphlets
- A Good Place to Live
- HUD Landlord Contract
- Fair Housing Equal Opportunity Booklet
- Indiana Fair Housing Flyer

Request to Release Tenant Information to Prospective Landlord

Federal regulations require the Housing Authority, when requested by a prospective landlord, to release specific tenant information in order to assist the landlord with the tenant screening process. Requests for tenant information for purposes other than initial screening cannot be honored.

The prospective Landlord and tenant must complete this form so that the Housing Authority can provide the requested information. The request must be submitted to the Evansville Housing Authority Leased Housing Program during the initial screening process and prior to the initiation of any rental agreement.

If you are requesting information for a tenant you currently house, the request will be denied. EHA will review the request to determine that it is for screening purposes and once the determination has been made, the information will be mailed to the landlord.

The Evansville Housing Authority will release the following tenant information for the owner during the owner's initial screening process:

- Current Tenant Address
- Name and address of the Tenant's current and prior landlord(s) if known.
- Information regarding rent delinquency and/or damages that have been reported to the housing authority by any previous landlord.

The screening landlord is responsible for verifying all information obtained through court records and by contacting the reporting landlord.

Landlord Request for Tenant Information

Please complete all items below and sign. Incomplete forms will not be processed.

Prospective Landlord Name (Please Print)

Landlord Street Address

The following tenant has applied and completed an application for a rental unit. As a part of my screening processes, I am requesting the Evansville Housing Authority to provide the above cited tenant information on the following prospective tenant:

Prospective Tenant Name (Please Print)

Tenant Social Security Number

For the purpose of renting my unit located at: _____
Street Address City, State Zip

I also understand that EHA is not responsible for rental assistance on any unit which has not passed inspection.

Prospective Landlord's Signature

Date

Tenant Statement of Understanding and Authorization of Release

I _____
Prospective Tenant Name (Please Print) certify that I have applied to the above landlord to rent the unit

located at the above address. I request that the Evansville Housing Authority release information in my file in reference to my current address, names and addresses of previous landlords, and information regarding reports of rent delinquency and damages reported by a previous landlord. I further understand that this may include photos of damaged property.

I understand that it is my responsibility to disclose any information that would dispute the claims of any previous landlord. I also understand that it is the potential landlord's responsibility to verify all information received. The Evansville Housing Authority is not responsible for any misrepresentation by me or a previous landlord.

Prospective Tenant's Signature

Date