Kentucky Housing Corporation

Section 8

Housing Choice Voucher Program

Landlord

Program Leasing Documents

KHC 3/09

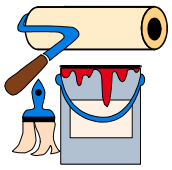
KENTUCKY HOUSING CORPORATION
HOUSING QUALITY STANDARDS (HQS)

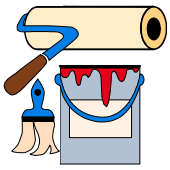
INFORMATION FOR RENTAL PROPERTY OWNERS

The most common reasons units fail HQS inspections are listed below. Please review this list and assure your unit is in compliance prior to the inspection. **Housing assistance cannot begin until a unit passes HQS.**

1. Smoke detectors are required within eight feet of each sleeping area and one on each level of the unit. If no working smoke detectors are present in the unit, this will result in a 24 hour violation.
2. Lack of ventilation in the bathroom (no window/fan).
3. Outlet covers are missing or broken.
4. Windows are broken and/or locks missing.
5. Infestation by bugs/vermin.
6. Absence of a handrail where there are four or more steps (risers) present.
7. Absent or insecure railings around a porch or balcony which is 30 inches or more above the ground.
8. Water heater discharge line is missing or too short; pop/relief valve is missing.
9. Utilities are disconnected (must be connected).
10. Stove/refrigerator missing or inoperable and/or missing knobs, burners or heating elements.
11. Hazards:
    - Tripping as a result of floor covering.
    - Exposed electrical wiring.
12. Missing/broken globes on permanent light fixtures resulting in an electrical hazard.
13. Bedrooms must have a window. The window must open if it is designed to.
14. Windows which will not stay open as designed (no props allowed).
15. Deadbolt locks utilizing a key to open from the inside are not allowed due to creating a fire exit hazard.
16. Water leaks on faucets/sinks/bathtubs/toilets.
17. Light bulbs missing on permanent light fixtures.
18. Ventless, gas heat sources are not allowed in the unit.
19. Tenant must have full access to the unit (cannot block off attached garage, basement, etc.)
20. Lead-Based Paint regulations went into effect September 15, 2000. The regulations set hazard reduction requirements that give much greater emphasis than existing regulations to reducing lead in house dust. The new regulations require dust testing after paint is disturbed to make sure the home is safe from lead.
    In the Section 8 Housing Choice Voucher Program, this regulation will apply to all units that house a child under the age of six where the unit was built prior to 1978.
    In the Section 8 Housing Choice Voucher Program, it is very important that property owners be proactive. Monitor your properties and repaint or cover surfaces before the paint begins to chip or peel. This will protect your investments, provide a quality product for your resident, and most importantly, protect children from the dangers of lead-based paint.

KENTUCKY HOUSING CORPORATION
Rental Assistance Programs





Landlord Notice

Federal Lead-Based Paint Regulation For Housing Units Built Prior to 1978 and House Children Under the Age of Six

Effective September 15, 2000
Implemented January 10, 2002

Kentucky Housing Corporation (KHC) inspectors will perform a **VISUAL ASSESSMENT** and inspection of all units initially when families enter into leases and during regularly scheduled inspections.

- If **DETERIORATED PAINT** (peeling, chipping, cracking, chalking) is present at the time of inspection, the units will fail and owners will be required to make repairs.

- The inspectors will determine if the deteriorated areas are below or exceed the **DE MINIMIS LEVEL** (minimum standard set by HUD):
    - 20 square feet of exterior surface
    - 2 square feet of interior surface
    - 10 percent of a small component on an interior or exterior surface

- If the deteriorated paint is **above** the **DE MINIMIS LEVELS** and **the unit was built prior to 1978 and a child under the age of six resides in the household**, landlords will be required to follow the lead-based paint regulations.

- The **LEAD-BASED PAINT REGULATIONS** requires that landlords utilize workers trained and certified in **LEAD-SAFE WORK PRACTICES** to perform all repair work on deteriorated paint violations **above** the de minimis levels. Landlords will also need to have a **CLEARANCE TEST** performed on the unit by a person who is trained and certified to conduct the test. Landlords will be required to complete and sign the **KENTUCKY HOUSING CORPORATION LEAD-BASED PAINT OWNER'S CERTIFICATION** and provide a copy of the clearance test to KHC once all repair work has been completed.

- If the deteriorated paint is **below** the de minimis levels, lead-safe work practices and clearance tests are not required. However, the deteriorated paint areas will need to be stabilized using safe paint removal procedures and repainting.

- KHC encourages all owners of housing units built prior to 1978 to utilize lead-safe work practices performing all repair work regardless of the de minimis levels.

- We encourage owners to perform ongoing maintenance and painting of their properties which will help eliminate deteriorated paint areas. This will enable your units to meet the housing quality standards and lead-based paint requirements.

LANDLORD INFORMATION NOTICE

The following is a review of some basic guidelines for the Kentucky Housing Corporation (KHC) Housing Assistance Payments (HAP) program:

Eligibility/Ineligibility for HAP:
A landlord is eligible to receive HAP for a unit that has been determined rent reasonable and has passed a Housing Quality Standards (HQS) inspection. HAP will, under no circumstances, be paid prior to a unit passing HQS inspection, regardless of the date the family moves into the unit.

A unit/landlord may be determined ineligible for HAP if:

- The family moves out of the unit.
- The owner evicts the family. If the owner pursues a court-ordered eviction, KHC will continue to pay HAP until the effective date of the eviction or the family moves from the unit.
- The owner is in non-compliance with any terms of the HAP contract or has committed fraud.
- KHC terminates assistance for the family or the family is required to move due to overcrowding.
- The unit does not pass HQS (abatement).

KHC is required to give a landlord a 30-day notice when stopping HAP unless the family is not currently under lease, has moved without notice to KHC, or the unit has been abated.

Abatements (updated from 03/01/2011 version):
If a unit fails annual inspection, the inspector will complete a HQS Summary form that lists each fail item. The repairs must be completed prior to the re inspection date listed on the form. If the re inspection is completed and the unit still fails, U.S. Department of Housing and Urban Development (HUD) regulations require that HAP be abated (stopped.) The effective date of the abatement is listed on the HQS Summary. An extension may be requested by the owner for additional time to complete repairs. Please contact the inspector listed on the HQS Summary prior to the re inspection date to determine if the unit is eligible for an extension. The abatement continues until all repairs are complete.

If abated, the family will be issued a voucher to move into a new unit. The family will be responsible for the full amount of contract rent if they remain in the unit beyond the effective date of the abatement.

If the repairs are completed during the abatement period (after the second failed HQS inspection), the owner must contact the coordinator listed on the second failed HQS Summary to request a re inspection. The re inspection will be allowed if the effective date of the abatement has not passed. If the unit passes re inspection, payments will resume on the date the unit passes HQS inspection.

If the re inspection is requested after the effective date of the abatement and the family chooses to stay in the unit, all new leasing documents will be required. This will include the rent reasonableness process, which could result in a lower contract rent amount for the unit. Payments will only resume once the lease up process has been completed and the unit passes inspection.

Recoupments and Remits:
Amounts paid to owners for which they are not entitled by contract and/or regulation will be recouped. Amounts paid on behalf of any participant may be reduced to recoup overpaid amounts. In addition, overpaid amounts may be recouped through legal channels.

Following is a list of examples of some reasons HAP will be recouped:

- Abatements – HAP will stop on the last day of the month when a unit has failed a HQS reinspection.
- Move Without Notice/Deceased Tenants – HAP will stop on the last day of the month the tenant moves without proper notification or is deceased.
- Lease Cancellations – HAP will stop the date of the lease cancellation.
- Voluntary Withdraw – HAP will stop the effective date of the voluntary withdraw notice.

Due to the timing of notification to KHC and/or the check run process, payments may inadvertently be made for which you are not entitled and those payments must be returned to KHC.

Owner Denial:

An owner/agent may be denied participation with the KHC HAP program if they:

- Owe KHC for any previous or current overpaid assistance. The overpaid assistance must be paid in full or arrangements made with KHC to make repayment prior to participation approval with the program.
- Have drug-related or violent criminal charges, or they are registered sex offenders.
- Have committed violation(s) of the HAP contract, repeated HQS violations, fraud, bribery, or any other criminal act with connection to any other federal housing program.
- Are denied participation by HUD.

TERMINATION OF TENANCY BY OWNER

The owner shall not terminate the tenancy of the family except for:

1. Serious or repeated violation of the terms and conditions of the lease;
2. Violation of federal, state or local law which imposes obligations on a family in connection with the occupancy or use of the dwelling and surrounding premises; or
3. Other good cause. However, during the first year of the term of the lease, owner may not terminate the tenancy for "other good cause" unless the termination is based on malfeasance of the family. Examples of "other good cause" for termination of tenancy by owner include:
   a) Failure by family to accept the offer of a new lease;
   b) Family history of disturbance of neighbors or destruction of property or of living or housekeeping habits resulting in damage to the unit or property;
   c) Criminal activity by family members involving crimes of physical violence to persons or property;
   d) Owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit; or
   e) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, desire to rent the unit at a higher rental).

This list of examples is intended as a statement of some situations included in "other good cause, “but shall in no way be construed as a limitation on the application of "other good cause" to situations not included in the list. The owner may not terminate the tenancy during the first year of the term of the lease pursuant to section 43.0, paragraphs (3)(a),(3)(d) or (3)(e).

- Owner may evict family from the unit only by providing the family with a written 30-day notice and proceeding with a court action if the family does not vacate the unit. Owner must notify KHC in writing of the commencement of procedures for termination of tenancy simultaneously to giving notice to family under state or local law. The notice to KHC may consist of a copy of the notice to family and/or court judgment.
- **If the owner has started eviction proceedings and the family continues to live in the unit, KHC will continue to pay the owner until a court judgment or other process allows the owner to evict the tenant. KHC will continue payments until the family moves or is evicted from the unit.**
- Any notice in this section may be combined with and run concurrently with any notice required under state or local law.

REVIEW OF OWNER’S LEASE

KHC staff will <u>not</u> be responsible for thoroughly reviewing each owner’s lease for legally acceptable content. The HUD tenancy addendum is required for this issue. However, should an item come to our attention, we will require the owner to strike it from their lease or use a KHC lease.

SECURITY DEPOSITS

The amount of the security deposits is set by the owner. However, it shall be comparable to (and not exceed) amounts paid by unassisted families renting from the owner. If the owner has no other tenants, it should not exceed local practice. When the tenant moves our of the dwelling unit, the owner, subject to State or local law, may use the security deposit in accordance with the lease, as reimbursement for nay unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

Rent Amounts/Adjustments:
Upon initial lease/transfer, the contract rent is limited by rent reasonableness and market rents established by HUD. KHC must demonstrate the contract rent is reasonable in comparison to rent for other comparable unassisted units. Contract rents may be decreased in accordance with HUD requirements. Adjustments in rent/rent increase for any unit must not result in any material differences between the rents charged for assisted and comparable unassisted units. If the unit does not meet the rent reasonableness test the unit is ineligible for a rent increase. The contract rent may not be increased within the first year of lease. The owner may request a rent adjustment annually after the first anniversary of the lease. The owner must give the owner and KHC 60-day written advanced notice of the requested increase. The written notice must be signed by both the owner and family.

Utility Assignments:
The lease must specify what utilities/appliances are to be provided or paid by the owner or the tenant. Utility/appliance responsibility must not be changed in the first year of the lease. Any changes in responsibility after the first year of lease must be immediately reported to KHC to obtain a new HAP contract and lease.

Electric Outlet Testing:
HUD recently notified all public housing agencies of a change concerning electrical outlets in rental units. All electrical outlets must be tested during inspections.

Housing built prior to 1975 will usually have ungrounded, two-pronged outlets. This is an acceptable type of outlet under the HQS requirements. An owner does not need to upgrade the electrical system of the unit (convert two-pronged outlets to three-pronged outlets) for the unit to pass a HQS inspection.

However, all three-prong outlets must be grounded to pass HQS inspection. Also, if GFCI (ground fault circuit interrupter) receptacles are present in the unit, they must work as they were designed.

Lead-Based Paint:
HUD regulations require that KHC fail any unit with peeling/chipping paint that was built before 1978 and houses a child (ren) under the age of six years. Additionally, a clearance exam may be required before the unit can meet the pass status. When required, the clearance exam must be completed by an approved/certified inspector. The approved listing can be found at the Cabinet for Health and Family Services Web site, http://chfs.ky.gov, under Licenses, Permits and Certifications; Lead Detection and Abatement; Certified Companies.

Bed Bug Policy:
Bed bug infestations are increasing at a rapid pace. When a known or suspected bed bug infestation is reported in the assisted unit, KHC will review the lease between owner and tenant to determine who is responsible for extermination. If the responsibility is not noted in the lease, the situation will be reviewed to determine how the bed bugs entered the unit and who is required to provide extermination. If no determination can be made, it will be the owner's responsibility to provide extermination. It will take multiple treatments to eliminate the infestation. Documentation must be provided from a licensed pest control officer that all bed bugs have been eliminated prior to KHC staff entering the unit for future required inspections.
You may educate your tenants on practices to reduce the risk of reinfestation:
1. Reduce clutter in the unit.
2. Wash all infested clothing, bedding, etc., in hot water and soap in a washing machine and dry on high heat.
3. Monitor all furniture that is brought into the unit.
4. Steam clean mattresses, furniture, etc. Purchase encasements for all mattresses and box springs.

NOTICE
Violence Against Women Act (VAWA)
Effective January 5, 2006

What Applicants, Tenants, Owners and Landlords Need to Know

VAWA Protection for Section 8 Housing Choice Voucher Assistance Applicants

A public housing agency (PHA), owner or landlord may not deny admission to an applicant (male or female) who has been a victim of domestic violence, dating violence or stalking if the applicant otherwise qualifies for assistance or admission.

To qualify for housing choice voucher assistance, all applicants, including victims of domestic violence, dating violence or stalking, must, at a minimum:

- meet the PHA's definition of "family;"
- be income eligible;
- have at least one family member who is a U.S. citizen or has eligible immigration status;
- pass criminal background screening;
- have no outstanding debt to any PHA; and
- meet all other local PHA screening criteria.

VAWA Protection for Section 8 Housing Choice Voucher Program Participants

Reporting incidents of domestic violence, dating violence or stalking to law enforcement, victim's rights advocates and the PHA may help preserve your housing rights. The PHA may not deny, remove or terminate assistance to a victim of domestic violence, dating violence or stalking based solely on such an incident or threat.

The PHA, an owner or landlord may deny, remove or terminate assistance to an individual perpetrator of such actions and continue to allow the victim or other household members to remain in the dwelling unit or receive housing assistance. This does not limit the authority of the PHA, owner or landlord to terminate your assistance for other criminal activity or good cause.

A Section 8 housing choice voucher participant who is a victim of domestic violence, dating violence or stalking may request and be granted portability due to the incident or threat if they are otherwise compliant with all program obligations and the perpetrator has been or will be moved out of the current or future dwelling.

In processing a request by a victim for continued assistance or for portability, the PHA may request that you certify that you are a victim of domestic violence, dating violence or stalking and that the actual or threatened abuse meets the requirements set forth in the VAWA. Such certification must include the name of the perpetrator. If you do not provide the requested certification within 14 business days, your assistance may be terminated.

Confidentiality

Any information provided pursuant to the VAWA shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is requested or consented to by the individual in writing; required for use in an eviction proceeding of an abuser, stalker or perpetrator of domestic violence; or is otherwise required by applicable law.

State and Local Laws

Some states have passed laws affecting applicants, tenants, owners and landlords that are more stringent than the requirements of the VAWA. Many states have related laws pending. You may want to check with your state and/or city for the most current state and local laws protecting victims of domestic violence, dating violence or stalking.

This notice meets notification requirements of the federal VAWA.

Kentucky Commission on Human Rights

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Fax: (502) 595-4801
Email: kchr.mail@mail.state.ky.us
Website: www.state.ky.us/agencies2/kchr

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(800) 648-6056 (tty/tdd)

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636 Madison
Covington, KY 41011
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The Kentucky Commission on Human Rights affords all persons equal employment opportunity and equal access to services without regard to race, color, national origin, disability, age, sex, or religion.
This publication may be available in other formats for the disabled.

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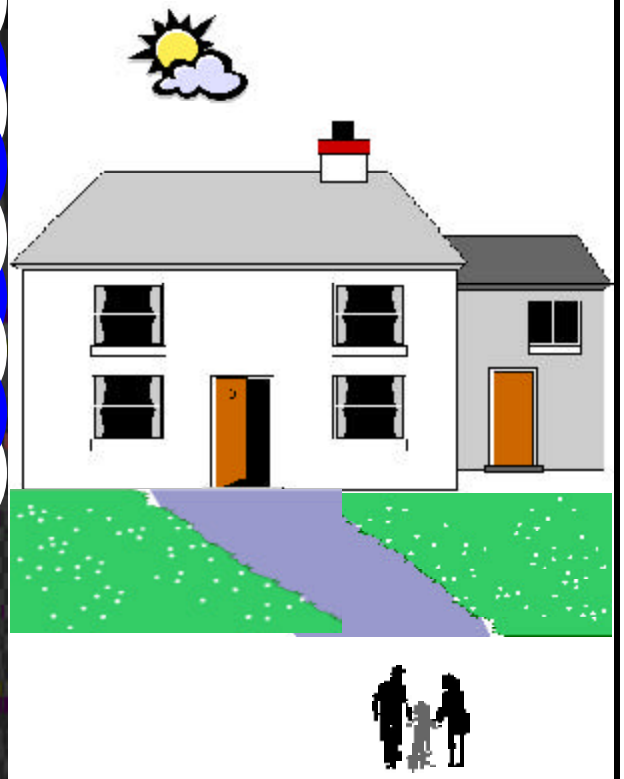
KENTUCKY

What Kentucky's Fair Housing Law Means



Rights and responsibilities of property managers, owners, and housing customers under the Kentucky Civil Rights Act

Commission on Human Rights

WHAT HOUSING IS COVERED

Real property, (home, apartments, lots, etc.) rented or sold, whether by or through a real estate broker, sales agent or operator, or directly by the owner.

EXEMPTIONS INCLUDE:

The rental of an owner-occupied duplex or one room in a private home; the sale of property without help from a real estate dealer and without public advertising; and rental of church-owned housing to the extent of giving preference to those of that religion.

Refusal to rent on the basis of sex if:

♦ A single sex dormitory; the landlord chooses not to rent to unmarried couples; or the landlord rents fewer than 10 units or to fewer than 10 persons in an owner-occupied facility; it can be demonstrated that gender-based exclusions are necessary for reason of personal modesty or privacy.

Refusal to rent on the basis of familial status if:

♦ Housing is intended as housing for older persons: occupants 62 years of age or older; or 80 percent of all units in the facility have occupants 55 years of age or older and special services for older persons are provided.

WHO IS COVERED

*Real estate operators, brokers and agents
*Savings & loan associations, mortgage lenders, banks, or other financial institutions
*Apartment house agents
*Rental agents
*Builders, contractors and developers
*Owners of building lots
*Advertising media
*Home owners advertising and selling their own home
*Multiple listing services/ real estate related organizations
*Insurers and agents

EQUAL HOUSING OPPORTUNITIES

♦With the passage of the Fair Housing Law in 1968, Kentucky established a public policy of encouraging fair treatment and equal housing opportunities for all persons, regardless of race, color, religion or national origin.

♦The General Assembly said that discrimination against an individual represents an affront to the dignity of the individual against whom it is directed, intensifies group conflicts, and is detrimental to the public health, safety and welfare.

♦In 1972, the General Assembly broadened this law by eliminating all major exemptions and thus covering virtually all housing in Kentucky. Discrimination in the public sale or rental of an individual home by the owner was prohibited. In 1980, the General Assembly again broadened the law to prohibit sex discrimination in housing.

♦In 1992, the General Assembly expanded the law to prohibit familial status and disability discrimination in housing.

♦The Kentucky Fair Housing Act provides equal opportunity to all who buy, sell, rent, finance or insure housing. It expands the real estate market by making all housing and property available to all Kentuckians. It protects the individual's basic right to choose where to live.

♦KCHR regulation require this pamphlet be provided to owners and customers at the time of sale, purchase, rental or financing of property.

ENFORCEMENT

The Kentucky Commission on Human Rights (KCHR):

¨ Receives complaints which must be filed within one year of the alleged discrimination.

♦Investigates the complaints and determines whether discrimination has occurred.

♦Attempts to eliminate discriminatory acts through conference, persuasion and conciliation.

♦Enters into conciliation agreements which are enforceable in court.

♦Holds public hearings on complaints where discrimination has occurred if conciliation attempts fail.

♦Issues court-enforceable cease and desist and affirmative action orders.

♦Assesses damages and/or civil penalties when appropriate.

COMPLAINTS

If you believe you have been discriminated against on the basis of race, sex, color, religion, national origin, familial status or disability:

1. Keep copies of advertisements, letters or other relevant information.
2. Record your experiences. Write down names of individuals involved, all significant conversation and any incidents that may indicate discrimination.
3. Contact the offices of the Kentucky Commission on Human Rights.

Incidents of discriminatory treatment or attempts to promote panic-selling should be reported to KCHR.

WHAT THE LAW PROHIBITS:

Kentucky's Fair Housing Law forbids discrimination in housing because of a person's race, color, religion, national origin, sex, disability, or familial status. It also forbids retaliation.

It is unlawful for a real estate operator, broker, or sales agent:

♦ To refuse to sell, rent, lease or exchange real property for discriminatory reasons.

♦ To refuse to receive or transmit good faith offers to purchase or rent.

♦ To deny any services or facilities relating to real property transactions.

♦ To represent that real property is not available for inspection, sale or rental when in fact it is.

♦ To retain a listing with the understanding that the seller plans to discriminate.

♦ To discriminate in the terms or conditions of sale or rental.

♦ To engage in the tactics and practices of panic-selling; to represent that the racial composition of a neighborhood may change or that property values may lower; or make similar false and misleading statements.

It is unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of any housing rights.

It is unlawful for a financial institution:

♦ To discriminate in the granting, rates, terms, conditions or services of financial assistance in real estate transactions.

♦ To discriminate in the making or purchasing of loans.

It is unlawful for an insurance agent:

♦ To discriminate in terms, conditions, or privileges of insurance against hazards to a housing accommodation.

It is unlawful for a multiple listing service/real estate organization:

♦ To deny access or restrict membership or participation for discriminatory reasons.

HOUSING