

Section 8 Housing Choice Voucher Program

Landlord

Orientation Booklet

Housing is a basic human need...

We believe that housing is much more than having a roof over one's head. Having a home instills a sense of safety and security, creates individual pride and provides a place for families and friends to share and grow.

MISSION

“We invest in quality housing solutions for families and communities across Kentucky.”



Kentucky Housing Corporation prohibits discrimination in employment on the basis of race, color, religion, sex, national origin, sexual orientation or gender identity, ancestry, age, disability or veteran status.

This document was produced without state funds. Reprint permission granted. Alternative format available upon request.

Thank you for your interest in Kentucky Housing Corporation's (KHC) Housing Choice Voucher Program (HCV).

We hope the material provided to you in this booklet is helpful and answers all your basic questions regarding the HCV program.

We would also like to take this opportunity to introduce our Landlord Portals. Once you have become a HCV participating landlord you will have access to the following information:

- Confirm your information, such as e-mail and phone numbers, to ensure quality communication with less phone time.
- Access your information at any time.
- View your billing and payment transactions.
- E-mail correspondence. Landlords must maintain a current email address with KHC.

How the Program Works

Tenant Based Rental Assistance

Tenant Based Rental Assistance (also known as Section 8 Rental Assistance) allows recipients to locate and rent a house, duplex, apartment or mobile home on their own using a HCV, as long as the dwelling meets U.S. Department of Housing and Urban Development (HUD) guidelines. HUD pays a portion of the resident's monthly rent to their landlord and the resident pays the remainder, which is usually 30 to 40 percent of their income. There is a waiting list for this program.

This program is administered by KHC in 87 counties throughout the Commonwealth, usually in counties where there is no local housing authority. KHC receives funding from HUD, which is used to pay rent to owners on behalf of the program families.

As program administrator, KHC reviews all paperwork associated with the rental assistance program, beginning with the application process and ending at the time the family leaves the program. When KHC receives an application from a family, their information is reviewed for income eligibility. As funding is appropriated, families at the top of the waiting list are mailed notification letters. At this time, the family begins to work with KHC staff to collect the verifications required by federal regulations.

When the family selects a unit, KHC field staff conducts a housing quality standard inspection on the unit. After KHC processes all of the applicable paperwork and the unit passes inspection, housing assistance payments begin. KHC conducts biennial inspections of the unit and reviews family information annually as long as they remain program participants.

All applicants for this program must meet income requirements and have not participated in drug-related or violent criminal activity within the past three years. All applicants listed on the sex offender registry are excluded from program participation. Applicants are also excluded if any member of the household has ever been convicted of manufacture or possession of methamphetamine on the premises of federally assisted housing.

Interested persons should contact KHC at (877) 552-7368 or visit the website at www.kyhousing.org or email rentalcustomerservice@kyhousing.org.

Benefits for Owners

1. Your participation will help fill your vacancies because KHC will provide tenants who are looking for a place to live with a list of participating owners in the area.
2. You are responsible for screening your own tenants.
3. You set the amount of security deposit closely equal to the amount set by other owners in your area. KHC does not pay security deposits. You must use your own lease in addition to a HUD Tenancy Addendum.
4. The tenant's rental assistance payment from KHC (referred to as the Housing Assistance Payment or HAP) comes directly to you.
5. Risks of losing rent payments are reduced since the tenant's portion of rent is based on their income. It is a violation of the family's responsibilities in the program if the family fails to make timely rent payments.
6. You will be helping families and individuals in your community with housing needs by placing them in safe, secure, sanitary and decent housing.
7. Biennial HQS Inspections assist the landlord with identifying areas that need repair and maintain the overall quality of the unit.
8. The initial lease term of typically 12 months improves tenant stability. The HCV program guidelines prohibit families from relocating with continued rental assistance during the initial term of the lease unless the owner agrees to a mutual termination of the lease.
9. KHC offers an online landlord portal for participating HCV landlords. The benefit of the portal include:
 - Confirm your information, such as e-mail and phone numbers, to ensure quality communication with less phone time.
 - Access your information at any time.
 - View your billing and payment transactions.
 - E-mail correspondence.

How We Work Together

KHC

- Coordinates participation of owners and tenants.
- Provides HAP to owners.

Tenant

- Provides KHC with information to verify and certify eligibility and determine amount of rent.
- Receives voucher. (Documentation of eligibility which is usually 30 to 40 percent of their income.)
- Finds housing, pays portion of rent required and follows lease requirements.
- Complies with tenant obligations.
- Cooperates with KHC during unit inspections and annual recertification.

Owner

- Is responsible for tenant selection and leasing.
- Leases unit to tenant.
- Receives HAP
- Complies with program requirements.
- Maintains property.
- Performs normal owner responsibilities during the lease term (maintenance, rent collection, etc.)

Please Note: The owner (including a principal or other interested party) cannot be the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

Step-by-Step Program Guidelines

1. Tenant applies for rental assistance with KHC and is placed on the waiting list.
2. Once the tenant's name reaches the top of the waiting list, eligibility must be determined.
3. If eligibility is determined, tenant is issued a voucher.
(Documentation of eligibility which is usually 30 to 40 percent of their income)
4. Tenant independently searches for housing.
5. As an owner, you conduct your own tenant screening.
6. You and the tenant sign all lease documents. In addition to your own lease, you must also use a HUD's Tenancy Addendum.
7. The unit must be inspected and pass housing quality standards.
8. Once the unit passes inspection, KHC will begin paying rental assistance while prorating the first month's rent if applicable.
9. You and your tenant will each assume the responsibilities of any tenant/landlord arrangement – with or without tenant-based rental assistance.
10. Units are inspected at least biennially and tenants must be recertified annually.

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. All 3-prong outlets must be grounded. This includes those converted from 2-prong outlets.
5. All GFCI (ground fault circuit interrupter) receptacles must work as designed.
6. Windows are broken and/or locks missing.
7. Infestation by bugs/vermin.
8. Absence of a handrail where there are four or more steps (risers) present.
9. Absent or insecure railings around a porch or balcony which is 30 inches or more above the ground.
10. Water heater discharge line is missing or too short; pop/relief valve is missing.
11. Utilities are disconnected (must be connected).
12. Stove/refrigerator missing or inoperable and/or missing knobs, burners or heating elements.
13. Tripping hazards as a result of floor covering.
14. Exposed electrical wiring.
15. Bedrooms must have a window. The window must open if it is designed to.
16. Windows which will not stay open as designed (no props allowed).
17. Deadbolt locks utilizing a key to open from the inside are not allowed due to creating a fire exit hazard.
18. Water leaks on faucets/sinks/bathtubs/toilets.
19. Light bulbs missing on permanent light fixtures.
20. Ventless, gas heat sources are not allowed in the unit.
21. Tenant must have full access to the unit (cannot block off attached garage, basement, etc.)
22. Unit number must be displayed and visible from the road.
23. Peeling/chipping paint on units built prior to 1978 that will house children under the age of 6.

Landlord Notice

New 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 inspectors will perform a VISUALASSESSMENT and inspection of all units initially when families enter into leases and during regularly scheduled inspections.

1. 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.
2. 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
3. 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, owners will be required to follow lead-based paint regulations.
4. LEAD-BASED PAINT REGULATIONS require that owners utilize workers trained and certified in LEAD-SAFE WORK PRACTICES to perform all repair work on deteriorated paint violations above the de minimus levels. Owners will also need to have a CLEARANCE TEST performed on the unit by a person who is trained and certified to conduct the test. Owners will be required to provide copies of worker's certification and clearance test to Kentucky Housing once all repair work has been completed.
5. If the deteriorated paint is below the de minimus 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.
6. Kentucky Housing encourages all owners of housing units built prior to 1978 to utilize lead-safe work practices performing all repair work regardless of the de minimus levels.
7. 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.

If you have any questions, please contact KHC.

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 biennial 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 not 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.

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 out 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 any 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:

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 re infestation:

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.

Counties Served by Kentucky Housing Corporation

This is a list of Kentucky counties in which Kentucky Housing is authorized to administer Housing Choice Voucher rental assistance program.

Allen	Estill	Lincoln	Owen
Anderson	Fleming	Livingston	Owsley
Ballard	Fulton	Logan	Perry
Barren	Gallatin	Lyon	Powell
Bath	Garrard	Magoffin	Pulaski
Bracken	Grant	Marion (4)	Robertson
Breathitt	Grayson	Marshall	Rockcastle
Breckinridge	Hancock	Martin	Rowan
Bullitt	Hardin	Mason (5)	Russell
Butler	Hart	McCreary	Shelby
Caldwell	Henry	McLean	Simpson
Calloway	Hickman	Meade	Spencer
Carlisle	Hopkins (3)	Menifee	Todd
Carroll	Jackson	Mercer	Trigg
Carter	Jessamine	Metcalfe	Trimble
Christian (1)	Knott	Monroe	Union
Clark	Larue	Montgomery	Warren (6)
Clay	Lawrence	Morgan	Wayne
Crittenden	Lee	Muhlenberg	Webster
Daviess (2)	Leslie	Nicholas	Wolfe
Edmonson	Letcher	Ohio	Woodford
Elliott	Lewis	Oldham	

1. Outside City Limits of Hopkinsville
2. Outside City Limits of Owensboro
3. Outside City Limits of Madisonville
4. Outside City Limits of Lebanon
5. Outside City Limits of Maysville
6. Outside City Limits of Bowling Green

The Fair Housing Act

The Fair Housing Act is designed to promote equal housing opportunities for everyone, regardless of their race, color, religion, national origin, sex, familial status and disability.

The Act makes it unlawful to:

- Refuse to sell or rent a home for discriminatory reasons.
- Refuse to receive or transmit good faith offers to purchase or rent.
- Falsely represent the availability of housing.
- Advertise housing to preferred groups of people only.
- Discriminate in the terms or conditions of sale or rental.
- Refuse to make modifications or accommodations for a mental or physical disability, including persons recovering from alcohol and substance abuse and HIV/AIDS-related illnesses.
- Engage in panic-selling or represent that the racial composition of a neighborhood may change or that property values may lower.
- Harass, coerce, intimidate or interfere with anyone exercising or assisting someone else with their fair housing rights.
- Show homes only in certain neighborhoods.

Violence Against Women Act (VAWA)

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.

KHC 9/06
VAWA Notice

Glossary

Rental Assistance Terms

Contract: A written agreement required by HUD. It is also called the Housing Assistance Payment (HAP) Contract. It establishes the amount of assistance KHC pays to the owner each month in the form of rent and utility allowance.

Housing Assistance Payment (HAP): Listed on the HAP contract, this is the amount of assistance provided by KHC to the owner each month.

Housing Choice Voucher: This program provides rental assistance through housing vouchers that allow participants to rent a house, duplex, apartment or mobile home of their choosing as long as it meets HUD guidelines and the owner agrees to participate in the program.

Housing Quality Standards: Safe, decent housing that meets housing quality standards (HQS) established by HUD. See "*Common Reasons Housing Units Fail Inspection*" in this booklet for a sample list of items examined during HQS inspections.

Screening: The process of meeting and learning about the previous housing circumstances of potential tenants to ensure a responsible tenant is chosen to lease the unit.

Tenancy: The period of time a tenant occupies a unit.

U.S. Department of Housing and Urban Development (HUD): Department of Housing and Urban Development Act of 1965 created HUD as a federal agency. It is the agency that provides rental assistance in Kentucky through KHC and other local agencies. HUD establishes guidelines for tenants, owners and properties participating in rental assistance programs.

Unit: The housing type (apartment, duplex, mobile home, etc.) selected by the tenant.

Voucher subsidy: The amount of assistance KHC will pay through the Housing Choice Voucher Program to assist tenants in renting safe, decent housing.



KENTUCKYUNBRIDLEDSPIRIT.COM

1231 Louisville Rd. • Frankfort, KY 40601-6171 • (502) 564-9946 • (877) 552-7368 (toll free) • TTY - 711

www.kyhousing.org