



Housing Choice Voucher Program

Landlord Handbook



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Chapter 1

INTRODUCTION

The Lake Metropolitan Housing Authority (Lake MHA) is pleased to have you join us and appreciate your interest in the Housing Choice Voucher (formerly known as Section 8) Program. The information contained in this handbook will be useful in explaining program procedures for the Housing Choice Voucher (HCV) Program. This handbook has valuable information that should be read carefully and retained for future reference

A. GOALS OF THE HOUSING CHOICE VOUCHER PROGRAM

The success of the Housing Choice Voucher Program depends on this agency being able to contract with property owners and agents who have decent, safe, sanitary and affordable rental housing units for low income families. Participation in the HCV program is voluntary. The rental housing subsidy that is provided by Lake MHA gives families an opportunity to rent in many different neighborhoods throughout Lake County.

The mission of Lake MHA is to advocate for, develop and sustain affordable housing opportunities for the residents of Lake county. We support and encourage residents to attain self-sufficiency while maintaining a customer-centered focus. Lake MHA will make every effort to inform owners of the program rules and to advise owners of how these rules affect them.

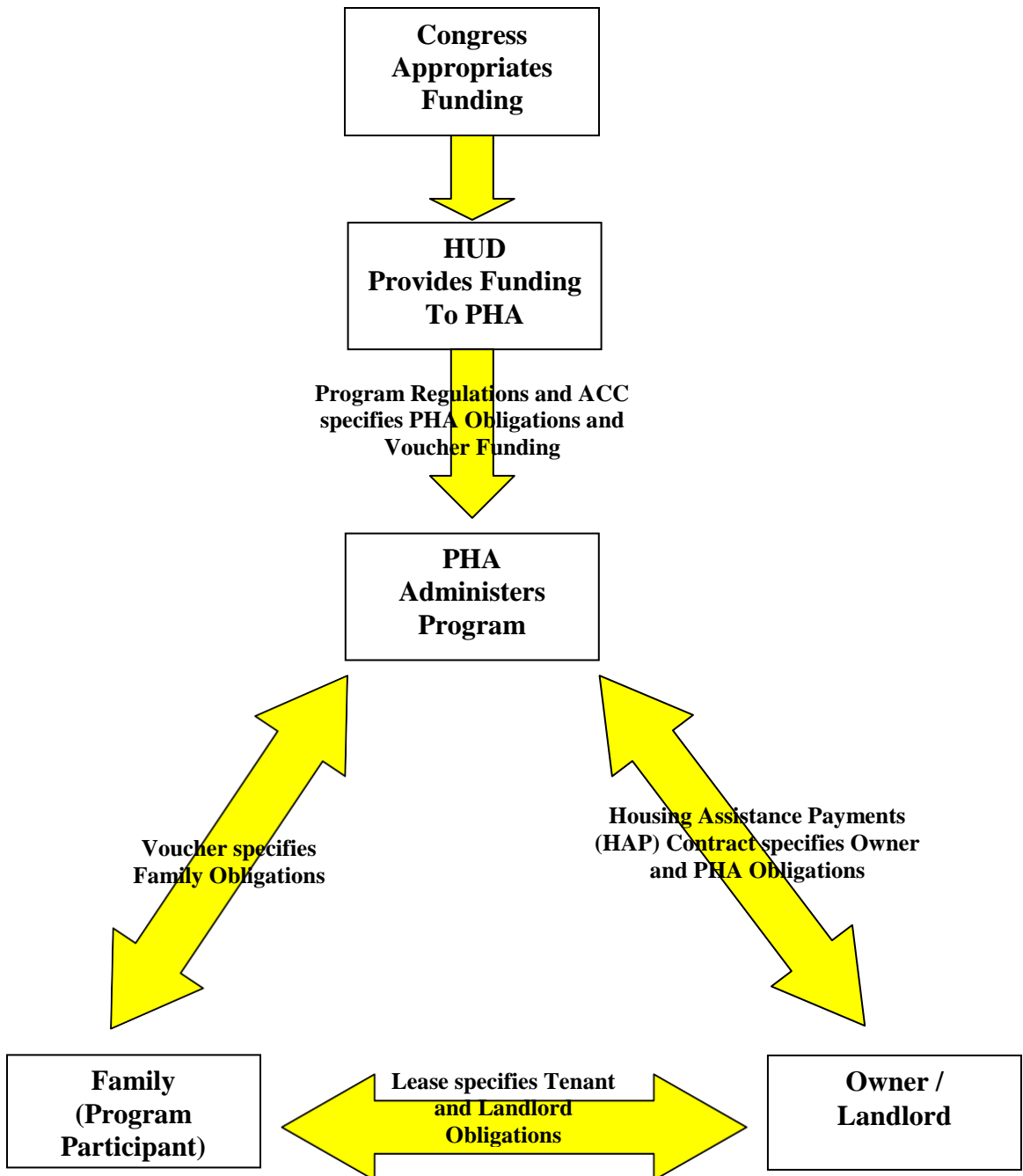
Lake MHA has the following goals for the HCV Program:

- To encourage self-sufficiency of participant families and assist in the expansion of family opportunities that address educational, socio-economic, and other human service needs.
- To attain and maintain a high level of standards and professionalism in our day-to-day management of all program components.
- To provide decent, safe, and sanitary housing for the low-income families of Lake County while maintaining their rent payments at an affordable level.
- To promote fair housing and the opportunity for families of all backgrounds to experience the freedom choosing their housing.

B. RESPONSIBLE PARTIES WITHIN THE HCV PROGRAM

The HCV Program consists of a partnership among Lake MHA, the assisted family, and the owner of the rental property. The relationships are as follows: The assisted family agrees to the Family Obligations, which is their contract with Lake MHA, the owner and family sign a lease agreement, which is the contract between the two parties and Lake MHA and the owner execute a Housing Assistance Payments (HAP) Contract.

The HCV Relationships:



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Chapter 2

SELECTION TO BECOME AN HCV LANDLORD

When an owner decides to participate in the Lake MHA's HCV program, the owner should list the property along with unit details on the Landlord list maintained by the Lake MHA.

A. OWNER'S REQUEST FOR PARTICIPATION IN THE PROGRAM

The owner may pick up a **Housing List Form** and a **Landlord Information Packet** from the Lake Metropolitan's administrative office located at 189 First Street, Painesville, Ohio 44077. The information may also be requested to be mailed to a prospective landlord by calling (440) 354-3347 ext.10.

Once an owner decides to participate in the Lake MHA HCV Program, they must provide the following on Lake MHA's required forms:

- Current mailing address
- Email address
- Current phone number
- Taxpayer Identification Number (TIN) or Social Security number (SSN)
- The owner must also complete an Electronic Funds Transfer (EFT) form as Lake MHA pays owner by electronic payments only. The payments will be received via electronic funds on the third business day of the month.
- Owners must also submit proof of ownership of the property. Acceptable proof of ownership would be the deed to the property, a copy of the Management Agreement if the property is managed by a management agent, or any other proof as deemed acceptable by Lake MHA.

The vacant unit must meet the Housing Quality Standards (HQS) before an HCV applicant is eligible to lease the unit. Whenever there is a change in the mailing address and/or telephone number, owners must provide current information.

B. DISAPPROVAL OF OWNER

Participation in the HCV program is completely voluntary. An owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.

Lake MHA will disapprove the owner for the following reasons:

- U.S. Department of Housing & Urban Development (HUD) or other agency directly related has informed Lake MHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
- HUD has informed Lake MHA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

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- HUD has informed Lake MHA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.
- The owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. Lake MHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.
- The owner has violated obligations under a Housing Assistance Payments (HAP) Contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.
- The owner has engaged in drug-related criminal activity or any violent criminal activity.
- The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project- based Section 8 assistance or leased under any other federal housing program.
- The owner has a history or practice of renting units that fail to meet State or local housing codes.
- The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under the HCV program or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - Threatens the right to peaceful enjoyment of the premises by other residents;
 - Threatens the health or safety of other residents, of employees of Lake MHA, or of owner's employees or other persons engaged in management of the housing;
 - Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
 - Is involved in drug-related criminal activity or violent criminal activity.
- The owner has not paid state or local real estate taxes, fines or assessments.
- The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.
- The owner currently owes money to Lake MHA

C. OWNER RESTRICTIONS AND PENALTIES

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, Lake MHA will restrict the owner from future participation in the program for a period commensurate with the seriousness of the offense. Lake MHA may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner, Lake MHA will review all relevant factors pertaining to the case and will consider such factors as the owner's record of compliance and the number of violations.

D. RESPONSIBILITIES OF THE OWNER

The owner is responsible for performing all the owner's obligations under the Housing Assistance Payments (HAP) Contract and the Lease. The owner is responsible for the following:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit;
2. Maintaining the unit in accordance with the Housing Quality Standards, including performing regular and routine maintenance;
Family maintenance responsibilities: The Family is responsible for a breach of the Housing Quality Standards that is caused by any of the following:
 - The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the family;
 - The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the family; or
 - Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).
3. Complying with equal opportunity requirements;
4. Preparing and furnishing to Lake MHA, information required under the Housing Assistance Payment Contract; including 3-day notices, 30-day notices and any pertinent correspondence with your tenant
5. Collecting the correct amount of rent from the family:
 - Any security deposits.
 - The family portion (the part of rent not covered by the Housing Assistance Payment).
 - Any charges for unit damage by the family.
6. Enforcing family obligations under the lease;
7. Paying for utilities and services (unless paid by the family under the lease); and
8. Complying with provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person.

An owner may contract with any private or public entity to perform the services required by the above paragraph of this section; provided that such a contract shall not shift any of the owner's responsibilities or obligations.

E. TENANT SCREENING BY OWNER

Lake MHA selects eligible families for participation in the HCV Program in accordance with Federal Regulations. Families selected for participation in the HCV Program are not a representation by Lake MHA of the family's expected behavior or its suitability as a tenant.

The owner is responsible for screening and selection of the family to occupy the owner's unit. The owner is responsible for screening families based on their tenancy histories, including such factors as:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and
- Compliance with other essential conditions of tenancy.

If requested, Lake MHA will give the owner the family's current and prior landlord information as reported by the tenant on their Landlord History form.

F. HOUSING DISCRIMINATION

Lake MHA will not provide assistance where the family alleges that discrimination, on grounds of race, color, religion, sex, national origin, age, familial, or handicap is preventing them from finding a suitable unit. If an owner violates the Fair Housing laws, the owner may be denied participation in the HCV Program and may have discrimination charges brought against him or her. It is in the owner's best interest to utilize the same method of screening and selection for all renters and to keep complete documentation.

G. REASONABLE ACCOMMODATION AND MODIFICATIONS

Owners cannot discriminate against families with disabilities and should be aware of their obligations to make reasonable modifications to the unit, at the family's expense, as required under the Fair Housing Act for the private rental market. To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following American with Disabilities Act (ADA) definition:

- A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
- A record of such impairment; or
- Being regarded as having such impairment.

H. REQUEST FOR TENANCY APPROVAL

When a family has found a unit that they want to lease and the owner is willing to lease, the family shall submit to Lake MHA a Request for Tenancy Approval (RFTA) signed by the owner of the unit and the family. The family must also submit a copy of the proposed lease.

Lake MHA will review the proposed lease and RFTA documents to determine approval. The following items will be considered prior to approval:

- The unit is an eligible type of housing;
- The rent is reasonable;
- The unit is affordable for the applicant
- The security deposit is approvable in accordance with any limitations outlined in this packet;
- The proposed lease complies with HUD and Lake MHA requirements; and
- The owner is approvable, and there are no conflicts of interest.

Lake MHA will inspect the unit for compliance with the Housing Quality Standards (HQS) within 15 days once the owner indicates the unit is ready for inspection. The owner should inspect the unit to ensure that all commonly failed items have been corrected prior to scheduling the Move-in Inspection with Lake MHA. Owner's must ensure that all utilities are in service prior to the HQS inspection.

Lake MHA will notify owners in writing of any deficiencies identified that need corrected. The unit must be re-inspected and receive a "pass" rating before a HAP Contract is executed and payment is released to the owner. Lake MHA will not enter a Housing Assistance Payment Contract until the unit has passed the HQS inspection.

I. DISAPPROVAL OF RFTA

If Lake MHA determines that the tenancy cannot be approved, the owner and the family will be notified as soon as possible. Lake MHA will instruct the owner and family of the steps that are necessary to approve the tenancy. The owner/applicant will need to submit an approved RFTA prior to the expiration of the applicant's voucher.

When a RFTA is not approved, and the owner/family cannot agree on what must be corrected, Lake MHA will issue the family another RFTA to enable the family to search for eligible housing.

NOTE: If the owner allows a family to move into a unit prior to execution of a HAP Contract with Lake MHA, the owner is doing so at his/her own risk. The family will be responsible for the full portion of the rent until the unit passes an HQS inspection. Lake MHA will not be obligated to make a payment to the owner on behalf of the family during this period.

Chapter 3

LEASE AGREEMENT and TERMINATIONS

For a family to receive assistance under the HCV Program, the family must execute a lease agreement with an owner who will participate in the program.

A. DWELLING LEASE AGREEMENT

Once Lake MHA determines that a unit has passed the HQS inspection, is found to be rent reasonable and affordable, Lake MHA will contact the family and request an executed lease be given to Lake MHA. Once the executed lease is received by Lake MHA, a HAP Contract will be mailed to the owner at the address on file. The original HAP Contract must be signed and dated by the owner and returned to Lake MHA within 10 business days. Once the HAP Contract is received it is given to the Lake MHA CEO for signature. When the HAP Contract is signed and dated by both the owner and Lake MHA's CEO, it is considered an "executed HAP Contract" and payment can then be released to the owner.

The lease and the HAP Contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family.

The initial term of the dwelling lease must be at least 12 months and shall begin on a date stated in the lease. The lease shall continue until:

- A termination of the lease by the owner in accordance with the terms.
- A termination of the lease by the family in accordance with the lease.
- A mutual agreement between the owner and family to terminate the lease.
- A termination of the HAP Contract by Lake MHA.
- A termination of assistance for the family by Lake MHA.

The family is not responsible for payment of rent covered by the housing assistance payments under the HAP Contract between the owner and Lake MHA. Lake MHA's failure to pay the housing assistance payments to the owner is not a violation of the lease between the family and the owner.

During the terms of the lease agreement, the owner may not terminate the tenancy of the family for nonpayment of rent by Lake MHA.

B. OFFER OF NEW LEASE BY OWNER TO FAMILY

The owner may offer the family a new lease for a term beginning any time after the initial lease term. The owner shall give the family written notice of the offer and a copy to Lake MHA, at least thirty (30) days before the proposed commencement date of the new lease term. The offer may specify a reasonable time limit for acceptance by the family.

C. TERMINATION OF TENACY BY FAMILY: MOVES

The family may terminate the lease at any time without cause, after the term of the lease, in accordance with the lease provisions with a written notice by the family to the owner (with a copy to Lake MHA).

D. TERMINATION OF TENACY BY OWNER

If the owner wishes to terminate the lease, the owner must provide proper notice as stated in the lease. During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.

During the term of the lease the owner may only evict for the following:

- Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease;
- Violations of federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises or any drug-related criminal activity on or near the premises; and
- Other good cause.

During the initial term of the lease, the owner may not terminate the tenancy for “other good cause” unless the owner is terminating the tenancy because of something the family did or failed to do.

If the owner terminates a family’s lease, the owner must give the family a written notice that specifies the grounds for termination of tenancy. The notice of the grounds must be given at or before commencement of the eviction action. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. The owner must give Lake MHA a copy of any owner eviction notice to the family. The owner may only evict the family from the unit by instituting a court action.

The HAP Contract terminates when the owner terminates the lease. If the owner has commenced the eviction process against the family, and the family continues to reside in the unit, Lake MHA shall continue to make housing assistance payments to the owner in accordance with the HAP Contract until the owner has obtained a court judgment or other process allowing the owner to evict the family. Lake MHA may continue such payments until the family moves from or is evicted from the unit.

E. EVIDENCE OF CRIMINAL ACTIVITY

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person if the owner determines they have engaged in the criminal activity regardless of arrest or conviction and without satisfying the standard of proof used for a criminal conviction.

F. EXCLUSION OF CULPABLE HOUSEHOLD MEMBER

The owner may require a family to exclude a household member in order to continue to reside in the assisted unit.

G. LEASE IN RELATIONS TO THE HAP CONTRACT

If the HAP Contract is terminated for any reason, the lease terminates automatically.

H. TENANCY ADDENDUM

The owner's lease must include word-for-word all provisions of the U.S. Department of Housing and Urban Development (HUD) prescribed Tenancy Addendum. The family shall have the right to enforce the Tenancy Addendum against the owner, and the terms of the Tenancy Addendum shall prevail over any other provisions of the lease. Lake MHA shall supply the HUD prescribed Tenancy Addendum form.

I. SECURITY DEPOSIT

The owner is not required to but may collect one security deposit from the family.

Security deposits charged to families may be any amount the owner wishes to charge, subject to the following condition: Security deposit charged by owners may not exceed those charged for unassisted tenants nor the maximum allowed under state or local law.

If a family vacates the contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amount which the family owes under the lease. The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item.

If the family vacates the unit owing no rent or other amount under the lease consistent with state or local law or if such amount is less than the amount of the security deposit, the owner shall refund the full amount or the unused balance to the family.

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the family prior to the beginning of assistance.

Chapter 4

HOUSING ASSISTANCE PAYMENTS CONTRACT

The Housing Assistance Payment (HAP) Contract is a contract between Lake MHA and an owner, in the form prescribed by the HUD.

A. HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT

In the HAP Contract, the owner agrees to lease a unit to a specified eligible family and Lake MHA agrees to make housing assistance payments under the HCV Program to the owner on behalf of the family.

The owner must credit the monthly housing assistance payment by Lake MHA towards the monthly rent payable to the owner for the contract unit. The amount of the monthly housing assistance payments to the owner may not exceed the amount of the monthly contract rent as outlined in the lease. If Lake MHA determines that the owner is not entitled to the housing assistance payment or any part of it, Lake MHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other HCV contract). Lake MHA has no duty to pay the owner any balance of the monthly rent in excess of the housing assistance payment.

The HAP Contract will not be executed until Lake MHA approves the unit and the lease has been executed (signed by both owner and family).

B. HOUSING ASSISTANCE PAYMENTS TO OWNER

Lake MHA will pay housing assistance payments to the owner for a unit under lease by an eligible family in accordance with the terms of the HAP Contract. The payment is the difference between the contract rent and the tenant portion.

If an eligible family vacates the unit in violation of the lease, the owner will receive the housing assistance payment due under the contract for the month in which the family vacates the unit. Lake MHA does not pay on units that are not occupied.

If the owner evicts an eligible family, the owner will not be entitled to any payment under this section unless the Lake MHA determines that the owner complied with all requirements concerning lease terminations, the contract, and all applicable state and local laws. If the owner evicts a family through the court system, the owner is entitled to payments from Lake MHA if the family is physically in the housing unit.

Chapter 5

OWNERS RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

This chapter discusses the different types of rent that are applicable to the HCV Program. It is important that owners understand the importance of each rent type and the affect they have on the family's portion of the rent to owner and Lake MHA's portion to the owner.

A. FAIR MARKET RENTS

Fair Market Rent (FMR) is the rent, including utilities (except telephone and cable), ranges and refrigerators, and all maintenance, management, and other services, which would be required to be paid in order to obtain privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. The FMR are established for each bedroom unit size in the jurisdiction. The U. S. Department of Housing and Urban Development (HUD) changes the Fair Market Rents and the changes are published in the Federal Register, usually on an annual basis. The FMR are used to help determine the Payment Standards (PS) for the jurisdiction.

B. PAYMENT STANDARDS

Lake MHA uses FMR to determine the payment standards for a family, based on the family size, composition, and the occupancy standards. The payment standards are established for each bedroom size and are the maximum amount of housing assistance Lake MHA will pay on behalf of the family.

C. RENT TO OWNER

The Rent to Owner is the total amount of rent specified in the HAP Contract as payable to the owner by the family and Lake MHA on the family's behalf. A family should not make any payments to the owner for rent other than what is specified by Lake MHA.

Lake MHA must demonstrate that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. A limitation on rent to owner is the maximum rent standard at initial occupancy (24 CFR 982.508). At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, if the gross rent for the unit exceeds the applicable payment standard for the family, the family share may not exceed 40 percent of the family's monthly adjusted income. During the initial term of the lease, the owner may not raise the amount of the contract rent.

D. GROSS RENTS

Gross rent is the total monthly cost of the rent to owner plus the tenant responsible utilities as outlined in the Utility Allowance Schedules.

E. RENT REASONABLENESS

Lake MHA will not approve a lease until it is determined that the initial rent to owner is a reasonable rent. The rent to owner for each unit must meet the following criteria:

1. Reasonable in relation to rents currently being charged for comparable units in the private unassisted market, considering the location, size, type, quality, age of the unit, amenities, utilities supplied by the owner, facilities and management, and maintenance service of such unit.
2. Not in excess of rents currently being charged by the owner for comparable unassisted units in the premises. The owner must give the housing authority any information requested by the agency on rents charged by the owner for other comparable units in the premises or elsewhere.

Lake MHA must conduct a “rent reasonable test” before any increase in the rent to owner and in accordance with other HUD requirements.

F. TENANT RENT

Tenant rent is the monthly amount paid by the family to the owner.

G. MAXIMUM INITIAL RENT BURDEN DETERMINATION

If the gross rent for the unit exceeds the applicable payment standard, a family may not pay more than forty percent (40%) of their adjusted monthly income toward the cost of rent and utilities. This is called their family share. This limit applies only at the time of initial leasing of a unit, not thereafter. This includes any move from one unit to another unit while under the program. For example:

* Annual Adjusted Income	\$ 15,000
* Divided By 12 months	\$ 1,250
* 40% Limit	1,250 X 40% = \$500

According to this example, the maximum a family can pay towards rent and cost of utilities is \$500.00 per month for the initial leasing of the unit. This is the affordability calculation done by Lake MHA when the family submits a Request for Tenancy Approval. In addition, Lake MHA will provide the family an estimate of their maximum subsidy at the time the voucher is issued.

The owner should not allow the family to move into the housing unit until Lake MHA has approved the unit and the lease and HAP Contract has been executed.

H. SIDE PAYMENTS

HUD has conveyed to Lake MHA the serious concerns about violations of the HCV Housing Program requirements. The HUD Office of Inspector General (OIG) has identified cases of fraud by Public Housing Agencies (PHAs) and their employees, Owner/Agents/Managers, and tenants participating in the HCV Program.

For Lake MHA to provide HCV housing assistance to as many families as possible, all participants in this HUD sponsored program must properly utilize government funds and follow departmental policy requirements. Incidences of fraud, willful misrepresentation, or intent to deceive the HCV Programs are criminal acts. If a landlord is suspected of committing any fraudulent actions, Lake MHA is required to refer the matter to the proper authority for appropriate action. This could lead to an investigation of the allegation and could result in the landlord being charged with a federal crime. The Owner/Agent/Manager could also be terminated from participation in the program.

Some examples of fraud involving owners identified by the OIG's recent investigations include:

1. Requiring extra (side) payments in excess of the family's share of the rent. Any payment in excess of the rent must receive prior approval from Lake MHA.
2. Collecting assistance payments for units not occupied by HCV tenants.
3. Bribing Lake MHA employees to certify substandard units as standard.

Lake MHA urges all owners to report any violations of the HCV Program. These violations should be reported immediately rather than continue non-compliance with program requirements. If you have any questions or know of any violations of fraud committed by another person, including Lake MHA employees, families, or owners, please contact Lake MHA at (440) 354-3347.

Chapter 6

MAINTENANCE AND UNIT INSPECTIONS

The owner must maintain the housing unit and premises in accordance with the Housing Quality Standards (HQS) at all times. Maintenance and replacement must be in accordance with the standard practice for the building as established by the owner. See Chapter 7, Housing Quality Standards Requirements.

A. GENERAL MAINTENANCE

The owner shall provide all the services maintenance and utilities, which the owner agrees to provide under the HAP Contract and lease, subject to termination of housing assistance payments or other applicable remedies if the owner fails to meet these obligations.

Lake MHA **strongly** encourages the owner to inspect the site and neighborhood condition of the unit(s) at least once per month to determine if the unit is being properly maintained as outlined by the local codes. The lawn should not contain high grass, junk cars, discarded appliances, debris, etc. The lease should contain language on responsibility of lawn maintenance for purposes of enforcement.

The owner should also complete an interior inspection of the unit prior to Lake MHA conducting their inspections. The owner should have their list generated and begin repairs **before** Lake MHA arrives to the assisted units. The HQS Inspection should only serve as a supplement to the owner's list. Lake MHA's goal is to ensure that the subsidized units meet the minimum requirements as outlined by HUD as well as state and local policies.

B. INITIAL INSPECTION (Move in Inspection)

Lake MHA will conduct an initial inspection upon each housing unit when an owner decides to participate in the HCV Program. The owner should inspect and correct all deficiencies before the unit is requested to be inspected by Lake MHA. This will prevent delays in the unit passing the Move-in Inspection. If the unit meets HQS, the owner will receive a "pass" status from Lake MHA. Accordingly, if the unit does not meet HQS, the owner will be notified in writing of the deficiencies that need corrected. The deficiencies will be listed and identified as clearly as possible on the letter. The owner will have up to 30 days to correct the identified deficiencies. Once the repairs are completed, the owner is to notify the inspection department in writing (letter, e-mail or fax) that the repairs are completed. Once the inspection department receives the written notification, they will contact the owner and come out within 5 business days to conduct a re-inspection of the unit. The unit will pass inspection only after the deficiencies are corrected and verified.

C. ANNUAL INSPECTION

Lake MHA will inspect the dwelling unit leased to the family every 10 months from the date of the last inspection to ensure that the unit is being kept in decent, safe, and sanitary conditions by both the landlord and tenant.

D. SPECIAL INSPECTIONS

In addition to the initial and annual inspections, Lake MHA will inspect the dwelling unit leased to the family at such other times as may be necessary to ensure that the owner and tenant are meeting the obligation to maintain the unit in decent, safe, and sanitary condition and to provide the agreed upon utilities and other services. Lake MHA will consider complaints from the family, owner and/or any other information coming to its attention in scheduling special inspections.

If the owner fails to maintain a dwelling unit in decent, safe, and sanitary condition, Lake MHA may exercise any of its rights and remedies under the HAP Contract, including termination of the housing assistance payments (even if the family continues in occupancy) and termination of the HAP Contract. If Lake MHA decides to terminate the HAP Contract, and the family wishes to move to another dwelling unit with continued assistance under the HCV Program, the Housing Authority will issue another voucher to the family (unless Lake MHA denies the issuance of the voucher because the family has violated a family obligation).

E. QUALITY CONTROL INSPECTIONS

HUD requires a Lake MHA supervisor or other qualified person to conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the HQS guidance.

The unit sample must include only units that have been inspected within the preceding 3 months. The selected sample will include (1) each type of inspection (initial and annual), (2) inspections completed by each inspector, and (3) units from a cross-section of neighborhoods.

F. RE-INSPECTIONS

If Lake MHA determines that the unit does not meet HQS at the annual and special inspections, we will notify the owner in writing and provide a reasonable amount of time to make repairs. Reasonable amount of time is between 25-28 days. The unit **must** be re-inspected prior to 30 days of the failed inspection. If the repairs are not made within the prescribed time period, Lake MHA will abate payments to the owner starting the day after the second failed inspection. The tenant is required to pay only their portion of the rent if Lake MHA abates the HAP money. The landlord can have the abatement “lifted” after notifying the inspection department in writing that the deficiencies are repaired and receiving a rating of “pass” for the inspection. No retroactive payments of HAP will be made for any abatement period prior to the unit passing reinspection.

Chapter 7

HOUSING QUALITY STANDARDS (HQS) REQUIREMENTS

Prior to Lake MHA making payments to an owner on behalf of the family, the housing unit must meet HUD's minimum Housing Quality Standards (HQS). HUD has implemented these standards nationwide to ensure that all assisted housing units under the HCV Program meet the minimum health and safety standards. The owner must prepare the unit for inspection, participate in the inspection with Lake MHA, and make repairs promptly.

A. AREAS COVERED UNDER HQS

There are eight (8) areas that must be reviewed for HQS compliance by an inspector:

- Living room
- Kitchen
- Bathroom
- Other Rooms used for living
- Secondary Rooms (not used for living)
- Building Exterior
- Heating and Plumbing
- General Health and Safety

B. HQS INSPECTION CHECKLIST ITEMS

The HQS inspector will use the Form HUD-52580, **Inspection Checklist Housing Choice Voucher Program**, when conducting the inspections. The following is a listing of the conditions that **must** be verified by the housing inspector:

Living Room

- * Is there a living room present?
- * Are there at least two working outlets or one working outlet and one working light fixture?
- * Is the room free from electrical hazards?
- * Are all windows and doors that are accessible from the outside lockable?
- * Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken windowpanes?
- * Are the walls, ceilings, and floors in good condition and free from hazardous defects?
- * Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and nonintact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6 years of age lead-free or adequately treated?

Kitchen

- * Is there a kitchen present?
- * Is there at least one working outlet and one working, permanently installed light fixture?
- * Is the kitchen free from electrical hazards?
- * Are all windows and doors that are accessible from the outside lockable?
- * Are all windows free of signs of severe deterioration or missing or broken windowpanes?
- * Are the walls, ceilings, and floors in good condition and free from hazardous defects?
- * Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?
- * Is there a kitchen sink that works with hot and cold running water?
- * Is there space to store, prepare, and serve food?
- * Is there a working oven, and a stove (or range) with top burners that work? If no oven and if microwave is owner-supplied, do other tenants have microwaves instead of an oven and stove (or range)?
- * Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and nonintact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6 years of age lead-free or adequately treated?

Bathroom

- * Is there a bathroom present?
- * Is there at least one permanently installed light fixture?
- * Is the bathroom free from electrical hazards?
- * Are all windows and doors that are accessible from the outside lockable?
- * Are all walls, ceilings, and floors in good condition and free from hazardous defects?
- * Are there operable windows or a working vent system?
- * Is there a working toilet in the unit for the exclusive private use of the Family?
- * Is there a working, permanently installed wash basin with hot and cold running water in the unit?
- * Is there a working tub or shower with hot and cold running water in the unit?
- * Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and nonintact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6 years of age lead-free or adequately treated?

Other Rooms used for living and halls

- * If used as a bedroom, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If not used as a room for sleeping, is there a means of illumination?
- * Is the room free from electrical hazards?
- * Are all windows and doors that are accessible from the outside lockable?
- * If used as a bedroom, is there at least one window? Are all windows free of signs of severe deterioration or missing or broke-out windowpanes?
- * Are walls, ceilings, and floors in good condition and free from hazardous defects?
- * Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and nonintact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6 years of age lead-free or adequately treated?
- * Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of National Fire Protection Act of 1974?
- * In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?

All Secondary Rooms (rooms not used for living, (laundry room or storage room)

- * Are all windows and doors that are accessible from the outside lockable?
- * Are all these rooms free from electrical hazards?

Building Exterior

- * Is the foundation sound and free from hazards?
- * Are all the exterior stairs, rails, and porches sound and free from hazards?
- * Is the gutters, roof and downspouts sound and free from hazards?
- * Are exterior surfaces sound and free from hazards?
- * Is the chimney sound and free from hazards?
- * If the building was built prior to 1978. Are painted surfaces which are up to 5 feet from the ground or floor and readily accessible to children free of defective paint? If there is a child under 6 years of age with elevated blood level, are the intact and nonintact paint on protruding chewable surfaces which are up to 5 feet from the ground or floor and readily accessible to children under 6 years of age lead-free or adequately treated?
- * If the unit is a manufactured home, is it properly placed and tied down?

Heating and Plumbing

- * Is the heating equipment or system capable of providing adequate heat (either directly or indirectly) to all rooms used for living?
- * Is the unit free from unvented fuel burning space heaters or any other types of unsafe heating conditions?
- * Does the unit have adequate ventilation and cooling by means of openable windows or a working cooling system?
- * Is the hot water heater located, equipped, and installed in a safe manner?
- * Is the unit served by an approved public or private sanitary water supply?
- * Is plumbing free from major leaks or corrosion that caused serious and persistent levels of rust or contamination of the drinking water?
- * Is plumbing connected to an approved public or private disposal system, and is it free from sewer back up?

General Health and Safety

- * Can the unit be entered without having to go through another unit?
- * Is there an alternative fire exit from this building that is not blocked and meets local or state regulations as an acceptable exit?
- * Is the unit free from rats or severe infestation by mice or vermin?
- * Is the unit free from heavy accumulation of garbage or debris inside and outside?
- * Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approvable by a local agency?
- * Are interior stairs and common halls free from hazards to the occupant because of loose, broken, or missing steps on stairways; absent or insecure railings; inadequate lighting; or other hazards?
- * Do all elevators have a current inspection certificate?
- * Is the unit free from abnormally high levels of air pollution from vehicular exhaust? Are the site and immediate neighborhood free from conditions, which would seriously and continuously endanger the health or safety of the tenants?

C. MOST COMMONLY FAILED ITEMS

Below is a list of some of the most commonly failed items that are found during an inspection:

1. Peeling exterior and interior paint.
2. Missing or inoperable smoke detector. One detector is required on each level.
3. Railings missing. Handrails are required at four (4) or more steps. Porch rails are required on porches over 30" high.
4. Outlet cover plates missing, broken or very loose. Outlets improperly wired.
5. Leaking plumbing fixtures. Missing gas traps at pipes.
6. Missing, improper covers on hot water heaters and furnaces. Missing temperature pressure relief valves (TPR). Drain line must be 4"-6" off floor in unoccupied area.
7. Inoperable bathroom fan or no bathroom ventilation.
8. Missing or inoperable refrigerator; missing, cracked or broken bins, brackets; worn gaskets; missing or broken handles; etc.
9. Missing or inoperable ranges; inoperable burners on ranges or inoperable range hoods; and missing or unreadable burner control knobs.
10. Cracked or broken windowpanes.
11. Tripping hazards caused by floor coverings such as carpeting.
12. Inoperable light fixtures.
13. Large holes in the walls.
14. Loose or inoperable commodes; and leaking toilets at base or supply line.
15. Loose door knobs, hinges, deadbolts (missing screws) loose or missing strike plates.
16. Missing or broken window locks on the first-floor windows or other windows accessible from the outside.
17. Evidence of leaks at walls or ceilings.
18. Fireplaces must be secured or certification provided that the fireplace is in good working condition.
19. Lawn is not properly maintained which includes high grass, trash and debris, inoperable vehicles and appliances and other furniture in the yard.

The owner must prepare the unit for inspection and make all repairs as promptly as possible. For any additional information on the most common fail items, contact an HQS inspector at Lake MHA.

D. SUMMARY DECISION OR RATING ON UNIT

When an inspector inspects a unit, the inspector will record the findings on Form HUD 52580, Inspection Checklist Housing Choice Voucher Program. Once an HQS inspector has inspected a unit, the inspector will rate the unit as Pass, Inconclusive, or Fail.

- The term "Pass" means that the condition of the unit meets the minimum requirement for Housing Quality Standards.
- The term "Inconclusive" means that more information is needed for the inspector to decide on the inspection. For example, if the utilities are not on in the unit when the inspection is made, the inspector will mark the inspection checklist "Inconclusive" until the utilities are on and verified.

- The term “Failed” means that the condition of the unit does not meet the minimum requirements and must be brought up to the standard prior to the tenant receiving housing assistance for the unit from Lake MHA.

The deficiencies will be reported to the owner in writing. The owner will receive an itemized list of the deficiencies. The failed items must be corrected and verified prior to the execution of a new HAP Contract. Existing units will continue to receive HAP upon a failed inspection, however, if the unit fails the subsequent inspection, payment will be abated until the unit receives a “pass” (see Chapter 6, Section F).

E. HQS MINIMUM REQUIREMENTS

Sanitary Facilities.

The bathroom must be in a separate private room and have a flush toilet in proper operating condition. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot/cold running water. The dwelling unit must have a shower or a tub in proper operating condition with hot/cold running water. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

Food Preparation and Refuse Disposal.

The dwelling unit must have a stove or range, and a refrigerator of appropriate size for the family. All the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for an owner-supplied stove or range if the family agrees and a microwave oven is furnished instead of a stove or range to both subsidized and unsubsidized tenants in the building or premises.

The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot/cold running water. The sink must drain into an approvable public or private system. The dwelling unit must have space for the storage, preparation, and serving of food. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g. garbage cans).

Space and Security.

At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than children under 5 years of age, may not be required to occupy the same bedroom or living/sleeping room.

Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (window units with sash pins or sash locks, and combination windows with latches). The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

Thermal Environment.

There must be a safe system for heating the dwelling unit (and a safe cooling system, if applicable). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy environment appropriate to the climate. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable. However, portable electrical heaters are not acceptable.

Illumination and Electricity.

There must be at least one window in the living room and in each sleeping room. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

Structure and Materials.

Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage. The roof must be structurally sound and weathertight.

The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc. must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable. Elevators must be working and safe.

Interior Air Quality.

The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants. There must be adequate air circulation in the dwelling unit. Bathroom areas must have one openable window or other adequate exhaust ventilation. Any room used for sleeping must have at least one window. If the window is designed to be openable, the window must work.

Water Supply.

An approvable public or private water supply that is sanitary and free from contamination must serve the dwelling unit.

Lead Based Paint.

The purpose of this section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practical the hazards of lead-based paint poisoning for units assisted under this program. This section is issued under 24 CFR 35.24 (b)(4) and supersedes, for all housing to which it applies the requirements of subpart C of 24 CFR part 35.

1. The requirements of this section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for elderly.

The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP Contract under part 982.

2. Definitions:

Chewable surface. Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.

Components. An element of a residential structure identified by type and location, such as a bedroom wall, an exterior windowsill, a baseboard in the living room, a kitchen floor, an interior windowsill in a bathroom, a porch, stair treads in a common stairwell, or an exterior wall.

Defective paint surface. A surface on which the paint is cracking, scaling, chipping, peeling, or loose.

Elevated blood level or EBL. Excessive absorption of lead, that is, a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.

HEPA. Means a high efficiency particle accumulator as used in lead abatement vacuum cleaners.

Lead-based paint. A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared (cm/cm²), or 0.5 percent by weight or 5000 parts per million (PPM).

3. Requirements for Pre-1978 units with children under 6 years of age.

If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with this section.

Lake MHA may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph (I) of this section. For purposes of this section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.

Treatment of defective paint surfaces required under this section must be completed within 30 calendar days of Lake MHA notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by this section may be delayed for a reasonable time.

The requirements in this paragraph apply to: All painted interior surfaces within the unit (including ceilings but excluding furniture); the entrance and hallway providing ingress or egress to a unit in a multi-unit building; and exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

4. Additional requirements for Pre-1978 units with children under 6 years of age with an EBL.

In addition to the requirements of this section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.

Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with this section is required, and treatment shall be completed within the time limits in this section.

The requirements in this section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under 6 years of age:

- (1) Within the unit;
- (2) The entrance and hallway providing access to a unit in a multi-unit building; and
- (3) Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

5. Treatment of chewable surfaces without testing.

In lieu of the procedures set forth in this section, Lake MHA may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in this section.

6. Treatment methods and requirements.

Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:

- (1) A defective paint surface shall be treated if the total area of defective paint on a component is:
 - a. More than 10 square feet on an exterior wall;
 - b. More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to ceilings, floors, doors, and interior walls; or
 - c. More than 10 percent of the total surface area on an interior or exterior component with a small surface area, including, but not limited to windowsills, baseboards and trim.
- (2) Acceptable methods of treatment are removal by wet scraping, wet sanding, chemical

stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydro blasting or high-pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joints and edges sealed and caulked as needed to prevent the escape of lead contaminated dust.

- (3) Prohibited methods of removal are: open flame burning or torching without HEPA exhaust; uncontained hydro blasting or high-pressure wash; and dry scraping except around electrical outlets or except when treating defective paint spots, no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.
- (4) During exterior treatment, soil and playground equipment must be protected from contamination.
- (5) All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.
- (6) Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.

7. Tenant protection.

The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

8. Owner information responsibilities.

Prior to execution of the HAP Contract, the owner must inform Lake MHA and the Family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.

9. Lake MHA data collection and recordkeeping responsibilities.

Lake MHA must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this program. If a match occurs Lake MHA must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, Lake MHA must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this section, the family must be issued a voucher to move.

Lake MHA must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, Lake MHA must keep the test results indefinitely and, if applicable, the owner certification of treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces in the units have been treated. If records established that certain chewable surfaces were tested or treated in accordance with the standards prescribed in this section, such chewable surfaces do not have to be tested or treated at any subsequent time.

Lake Metropolitan Housing Authority

The owner is required to notify and certify to the HCV participant of any know lead based paint in the dwelling unit. In addition, the owner's certification to the participant must be maintained in the tenant file that is kept by the owner

Access.

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

Site and Neighborhood.

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding; poor drainage; septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

Sanitary Condition.

The dwelling unit and its equipment must be free of vermin and rodent infestation.

Manufactured Homes.

A manufactured home unit shall comply with the foregoing standards. In addition, a manufactured unit shall

- a. Meet the definition of a manufactured home. A manufactured home is a structure, with or without a permanent foundation, which is built on a permanent foundation, is designed for use as a principal place of residence, and meet the Housing Quality Standards;
- b. Be equipped with at least one smoke detector in working condition
- c. Must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage.

A manufactured home must be securely anchored by a tie-down device, which distributes and transforms the load imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

Smoke Detectors.

Each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excluding crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If any hearing-impaired person occupies the dwelling unit, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

Additionally, owners are subject to state and local laws as the laws pertain to building codes, regulations, and ordinances.

F. NON-QUALIFYING UNITS

Any type of existing housing meeting the Housing Quality Standards may be utilized under the Housing Choice Voucher Programs, except for the types of housing listed below:

1. A unit that is receiving other assistance under the 1937 Housing Act, except assistance under Section 17 of the Act (the Housing Development Grant and Rental Rehabilitation Program);
2. A unit that is owned or otherwise substantially controlled by Lake MHA, administering the Annual Contribution Contract for the HCV Programs;
3. Nursing homes, units within the grounds of penal, reformatory, medical, and similar public or private institutions, and facilities providing continual psychiatric, medical or nursing services;
4. A unit that is occupied by its owner (including the owner of a manufactured home leasing a manufactured home space), except for a cooperative or mutual housing unit or a shared housing unit as described in 24 CFR 887.551 (a)(2); or
5. A housing unit as transitional housing in HUD's Transitional Housing Demonstration Program.

Chapter 8

CONCLUSION

The preceding chapters describe many of the rules as they apply to the HCV Program with Lake MHA. However, the regulations published by HUD outline the specific rules and regulations in detail. If any information cited in this handbook contradicts Lake MHA's Administrative Plan or federal regulations published by HUD, the HUD regulations and the Lake MHA Administrative Plan shall govern.

Becoming familiar with the HCV Program is great benefit for an owner interested in participating in Lake MHA's HCV Program. Benefits of the HCV Program are quite evident when there are positive relationships among the owner, family and Lake MHA. The Lake MHA staff is eager to develop and maintain positive working relationships with each of our partners.