

**VIRGINIA BEACH
HOUSING &
NEIGHBORHOOD
PRESERVATION**



**FOR
RENT**

**HOUSING CHOICE
VOUCHER PROGRAM
GUIDE FOR LANDLORDS
& OWNERS**

Dear Inquiring Landlord/Owner:

The Department of Housing and Neighborhood Preservation (DHNP) is continually seeking new landlords/owners to work with the Rental Housing staff in providing rental assistance to eligible persons.

Included in this guide is general information pertaining to the Housing Choice Voucher Program and program landlord/owner responsibilities.

If you have any questions about the Housing Choice Voucher Program, please contact us between the hours of 8 a.m. and 5 p.m., Monday through Friday at (757) 385-5750.

DHNP appreciates your interest in the Housing Choice Voucher Program and we look forward to working with you.

Sincerely,
City of Virginia Beach Department of Housing and Neighborhood Preservation

IN THIS GUIDE:

- **Housing Choice Voucher Program Overview and Process**
- **Landlord/Owner Rights and Responsibilities**
- **Landlord/Owner Breach of Contract**
- **Family's Responsibilities**
- **Inspection Guide**
- **Landlord/Owner Responsibilities Regarding Lead-Based Paint Hazards**
- **Notice of Available Unit Form**

This brochure is for informational purposes only. It is not intended to replace Housing Assistance Payment (HAP) or U.S. Department of Housing and Urban Development (HUD) regulations.

Contact Information:
Municipal Center - Building 18A
2424 Courthouse Drive
Virginia Beach, VA 23456
Phone: (757) 385-5750
TDD: (757) 385-5794
Fax: (757) 385-5766
Email: HouseNP@VBgov.com
Web: www.VBgov.com/housing

WHAT IS THE HOUSING CHOICE VOUCHER (HCV) PROGRAM?

- Provides assistance for low-income families in the private rental market.
- Rental assistance makes market rate housing affordable. Rental voucher holders select a unit from the private rental market.
- Program participants normally pay at least 30 percent of their monthly adjusted income towards rent and utilities. The Housing Assistance Payment subsidizes the balance of the rent to the property owner.

WHAT ARE THE REQUIREMENTS FOR MY UNIT TO BE RENTED TO AN ASSISTED FAMILY?

- Unit must meet HUD Housing Quality Standards (HQS)
- Rent must be approvable within HUD Fair Market Rents, DHNP payment standards and market rate comparables

HOW DO I MAKE A UNIT AVAILABLE TO RENTAL VOUCHER HOLDERS?

- Provide the rental property information on page 6.
- After receiving your property information, DHNP will compare your property to comparable properties within the same neighborhood. This will ensure that your requested rent is within reasonable HCV Program-approved rents for that neighborhood.
- After analysis, DHNP will notify you of the amount the HCV Program can approve as contract rent for your unit. If you accept the HCV Program contract rent for your unit(s), DHNP will list your property as available. Your listing will remain available until you report to us that you want to have it removed from our listings.
- You may also advertise with the phrase “will accept Housing Choice Vouchers.” Families who participate in the program look for those listings.

HOW DO I MAKE CHANGES TO MY PROPERTY INFORMATION?

- Contact us at (757) 385-5750 to revise your property information at any time.

WHAT DO I DO WHEN A RENTAL VOUCHER HOLDER IS INTERESTED IN MY UNIT?

1. Landlord/Owner Screens Tenants

You must screen prospective tenants carefully to ensure you are making an appropriate selection. When a family contacts you, DHNP can only certify to you their income eligibility for the program. DHNP cannot provide a reference as to their expected behavior as tenants. You may use any or all of the following screening procedures:

- Credit Check
- Landlord References
- Criminal Check
- Home Visits

DHNP encourages all of the screening methods listed above as long as you do not discriminate.

Housing Choice Voucher Program Overview and Process

Discrimination includes any tenant selection based on race, color, religion, ancestry, sex, country of birth, handicap or familial status. The prohibition against discrimination based on familial status makes it illegal, in most circumstances, to refuse to allow children to live in a residential unit.

2. Request for Tenancy Approval

If you select a rental voucher holder as your new tenant, he/she will have a “Request for Tenancy Approval” (RFTA) form for you to complete. The RFTA form must be completed in its entirety by you and the tenant and returned promptly to the DHNP housing specialist that is assigned to the Housing Choice Voucher Program participant. When the tenant submits the form to the DHNP office, the housing specialist will contact you to schedule an inspection and verify if your requested rent is within reasonable Housing Choice Voucher Program approved rents. Do not have proposed tenant sign lease until approval is given by the housing specialist.

3. Inspection

The unit will be inspected to ensure that no violations of the Virginia Maintenance Code exist. You will receive a copy of the inspection repair list, if applicable.

4. Lease and Contract

After the unit passes inspection and the rent has been approved, your new tenant enters into a lease with you, the Landlord/Owner, for an initial term of one year. DHNP will enter into a Housing Assistance Payments contract with you, the Landlord/Owner, through which the rent is assisted on behalf of the tenant.

CAN I COLLECT A SECURITY DEPOSIT?

Yes. Security deposits can be collected in accordance with the Virginia Residential Landlord and Tenant Act (VRLTA).

WHAT IS THE TERM OF THE LEASE AND CONTRACT?

- Term of the lease and contract is for one year.
- After the initial year, the lease is renewed as specified by the Landlord/Owner. The tenant may vacate with a written notice to the Landlord/Owner and DHNP in accordance with what is stated in the lease.
- If the tenant remains in the unit, the tenant must be recertified for eligibility in the HCV Program and the unit is inspected for Housing Quality Standards annually, at which time the Landlord/Owner may request an annual rent increase which must be approved by DHNP. This request must be submitted in writing to DHNP and the tenant 60 days prior to renewal.

What Are My Rights and Responsibilities As A Landlord/Owner Under the Housing Choice Voucher Program?

- Perform all management and rental functions for the assisted unit, including selecting a rental voucher holder to lease the unit and deciding if the family is suitable for tenancy of the unit.
- Perform all of the Landlord's/Owner's obligations under the Housing Assistance Payments contract and the lease.
- Comply with equal opportunity requirements.
- Prepare and furnish DHNP information required under the Housing Assistance Payments contract.
- Inform DHNP and tenant of known lead-based paint presence in the unit.
- Maintain the unit in accordance with Housing Quality Standards and in good condition:
 - Complete repairs within a reasonable amount of time upon request by DHNP or the tenant (24 hours for emergencies). The amount of time that is considered reasonable depends on the nature of the problem.
- Attend fair housing training.
- Enforce tenant obligations under the lease and expect tenant to:
 - Keep unit clean

- Avoid illegal activity
- Permit access for repairs
- Avoid damage to property
- Refrain from disturbing others
- Allow only those occupants on the lease to reside in the unit

- Set reasonable rules about use of the unit and common area.
- Do not enter a unit without the tenant's permission and proper notice except for emergencies or tenant-requested repairs.
- Collect from the tenant on time:
 1. Any security deposit -- Landlord/Owner may collect up to the amount charged by you in the private market subject to the State law limit of two month's Contract Rent.
 2. The Family contribution -- the part of rent to Landlord/Owner not covered by the Housing Assistance Payment.
 3. Any charges for unit damage by the tenant.
- Pay for utilities and services (unless paid by the Family under the lease).
- Shall not hold tenant responsible for DHNP's Housing Assistance Payment to the Landlord/Owner when DHNP withholds or is late with the Housing Assistance Payment.
- Take action through court to evict when tenant violates the lease.

Any of the following actions by the Landlord/Owner (including a principal or other interested party) is a breach of the Housing Assistance Payments contract by the Landlord/Owner:

- Violation of any obligation under the Housing Assistance Payments contract for the dwelling unit, including the Landlord's/Owner's obligation to maintain the unit in accordance with Housing Quality Standards.
- Violation of any obligation under any other Housing Assistance Payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- Commission of fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
- For projects with mortgages insured by HUD or loans made by HUD, failure to comply with the regulations

Housing Choice Voucher Program Landlord/Owner Breach of Contract

for the applicable mortgage insurance or loan program, with the mortgage note, or with the regulatory agreement; or commission of fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.

- Engagement in drug trafficking.

DHNP Remedies

Remedies against the Landlord/Owner available to DHNP include:

- Recovery of overpayments
- Reduction of Housing Assistance payments
- Abatement
- Termination of the Housing Assistance Payments contract

What Are the Family's Responsibilities Under the Housing Choice Voucher Program?

The family must:

- Not allow any person to stay more than 30 days a year (does not have to be consecutive days). Any person showing a pattern of staying (e.g. every weekend), the head of household must request that person be added to the lease.
- Not allow anyone to use its address as his or her address for any reason.
- Report any and all sources of new income in the household, in writing, to its housing specialist within 10 calendar days of hire date. Letter must include employer's name, address, contact person and fax number. Increased income and/or additional income must also be reported, in writing, within 10 calendar days of any change.
- Report any reductions or changes in income in the household in writing to request a reduction in the household's portion of the rent. The assigned housing specialist must receive these changes and all documentation in writing.
- Provide written approval from the Landlord/Owner to move anyone into the household. The family must then contact its housing specialist to determine eligibility of the person and process the necessary paperwork, if appropriate.
- Notify DHNP, in writing, within five days of the birth, adoption, or court-awarded custody of any children, any marriages and deaths.
- Provide verification utilities are on and in the name of the head of household.
- Notify DHNP, in writing, within five days if a family member no longer lives in the home. If that family member is an adult they will need to provide verification that they have moved out. Acceptable forms of verification are: driver's license, lease or a bill in their name at the new address.
- Promptly notify the DHNP, and its Landlord/Owner, in writing, when a family member will be away from the unit for seven days or more. Program assistance will be terminated if any household member is absent from the unit more than 30 days without notification.
- Provide its Landlord/Owner and DHNP with a written notice to vacate. Written notice must be in agreement with the family's lease requirements.

The family understands:

- The family is responsible for the actions of their household members, visitors and guests.
- DHNP will back charge and terminate participants who fail to report changes in their household's income.
- If any family member engages in abusive or violent behavior towards DHNP personnel, it will be cause for termination or denial. Abusive or violent behavior includes verbal as well as physical abuse or violence. Use of profanity that is generally considered insulting, racial slurs or other language, written or oral, that is customarily used to insult or intimidate will be cause for termination or denial. Actual physical abuse or violence will always be cause for immediate termination.

The family must not:

- Commit any serious or repeated violations of the lease.
- Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
- Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate area.

The family agrees to maintain good housekeeping by agreeing to:

- Avoid intentionally, carelessly and recklessly damaging any rental property assisted by the Housing Choice Voucher Program.
- Maintain home at all times in a clean and sanitary condition.
- Teach their children and other dependents to help care for and value the home in which the family lives.
- Avoid and prevent activities and use of the home by visitors, and by the family that might result in damage to the home.

The family understands that violating any of these program rules may result in termination of Housing Choice Voucher Program benefits.

Housing Choice Voucher Program Inspection Guide (for Landlords/Owners, Agents and Residents)

INTERIOR

- Check all electrical for proper operation (receptacle covers and globes to be attached).
- Check all plumbing for proper operation.
- Check appliances for proper operation.
- Check doors, cabinets and vanities for proper operation.
- Check smoke detectors for proper operation. A smoke detector is required on each floor of the property.
- Check unit for cleanliness, including walls, floors, plumbing fixtures, appliances and HVAC system (clean filters).
- Water heater must have a temperature and pressure relief valve, and relief valve discharge pipe attached.

- Check windows for proper operation. Windows to be lockable (permanent locks), easily opened and must remain open using its own hardware.
- Check stairways for condition of railings and stairs; railings required.

EXTERIOR

- Check doors and door locks for proper operation (doors to be water and weather tight).
- Check siding and trim for rotten wood, peeling paint and areas not painted.
- Check windows for broken or cracked panes (windows to be water and weather tight).
- Check roof for proper condition and possible leaks.
- Check sheds for proper condition, rotten wood, worn and peeling paint.
- Check fences for proper condition.
- Lawns to be mowed and maintained.



Rental Housing inspectors are required to inspect for deteriorated paint surfaces at the initial and periodic inspections on all interior and exterior surfaces of the unit and the common areas serving the unit. The Federal regulations define deteriorated paint as any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an exterior surface or fixture that is otherwise damaged or separated from the substrate (underlying layer).

This is a particularly serious problem for Landlords/Owners of older units. Specifically, Landlords/Owners of units built prior to January 1, 1978, must:

- Disclose known lead-based paint hazards to all potential residents prior to execution of a lease;
- The Landlord/Owner must also provide all prospective families with a copy of *Protect Your Family From Lead in Your Home* or other EPA approved document;
- When necessary, perform paint stabilization to correct deteriorated paint;
- Each time such an activity is performed, notify tenants about the conduct of lead hazard reduction activities and clearance (if required);

What Are My Responsibilities In Regards to Lead-Based Paint Hazards?

- Conduct lead hazard reduction activities when required by DHNP;
- Perform all work in accordance with HUD prescribed safe work practices and conduct clearance activities when required; and
- Perform ongoing maintenance. As part of ongoing maintenance, the Landlord/Owner must provide written notice to each assisted family asking occupants to report deteriorated paint. The notice must include the name, address, and phone number of the person responsible for accepting the occupant's complaint.



1. Provide the rental property information by filling out the "Notice of Available Unit" form below.

2. Detach the form and return it to DHNP:

**Interested in Making Your Virginia Beach
Property Available to Housing Choice
Voucher Program Participants?**

Mail or hand deliver to:

City of Virginia Beach
Department of Housing and Neighborhood Preservation
"Property Information Form"
Municipal Center, Building 18A
2424 Courthouse Drive
Virginia Beach, VA 23456

OR Fax to: (757) 385-5766

After receiving your property information, DHNP will compare your property to comparable properties within the same neighborhood. This will ensure that your requested unit is within reasonable Housing Choice Voucher Program approved rents for the neighborhood. After analysis, DHNP will notify you of the amount the Housing Choice Voucher Program can approve as contract rent for your unit. If you accept the Housing Choice Voucher Program contract rent for your unit(s), DHNP will list your property as available.

----- Detach here -----

PROPERTY INFORMATION FORM

PLEASE NOTE: The tenant is not allowed to pay any additional monies to the landlord over and above the voucher amount and/or the contract rent amount. If this occurs, the tenant and landlord will be immediately terminated from the Section 8 Program for committing fraud and both tenant and landlord are subject to prosecution.

Contact Name: _____ **Contact Phone:** _____

Address: _____

Dwelling Type: Single Family Duplex Condo Mobile Home 1 Level\2 Level High Rise
 Town House Garden/Apt/Walkup/Multi

Unit Size: Small Medium Large **Year Built:** _____ **Date Available:** _____

Number of Bedrooms: _____ **Number of Bathrooms:** _____ **Asking Rent:** _____

Unit Age: 0-5 years 6-20 years 21-50 years 50+ years **Sq ft:** _____

Owner Provided Amenities: Dishwasher Refrigerator Washer/Dryer Handicap Accessible

Range Central Air Carpeting Unit Cable Ready Window Air Garbage Disposal

Modern Appliances Washer/Dryer Hookups Ceiling Fans Energy Efficient Certified Unit

Security System Working Fireplace Covered/Off Street Parking

Other _____

Utilities Provided by Owner: Heating Cooking Other Electric Air Conditioning Water

Water Heating Sewer Trash Collection

Housing Services (i.e. Lawn Care): Landlord Provided Services No Services

Maintenance: Owner Provided Onsite Maintenance Owner Provided Offsite Maintenance

Unit Condition: Excellent Good Fair Poor

Office Use Only RA: E H M L

Thank you for your interests in making your Virginia Beach property available to The City of Virginia Beach Department of Housing and Neighborhood Preservation participants.

For questions please contact Dorothy Taylor or Terry Mooney: Telephone: (757) 385-5780/385-5772

Fax: (757) 385-5766 **Email Address:** DSTaylor@vbgov/TMooney@vbgov.com



DHNP DOES BUSINESS IN ACCORDANCE WITH THE FEDERAL FAIR HOUSING LAW AND SECTION 504 PROGRAM ACCESSIBILITY REQUIREMENTS. DHNP COMPLIES WITH THE FAIR HOUSING ACT AND PROVIDES REASONABLE ACCOMMODATIONS AND MODIFICATIONS TO PERSONS WITH DISABILITIES. DHNP DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, SEX, DISABILITY, FAMILIAL STATUS OR NATIONAL ORIGIN IN ADMISSION OR ACCESS TO ITS PROGRAMS.

DHNP HACE EL NEGOCIO DE ACUERDO CON LA FERIA FEDERAL QUE ALBERGAN LEY Y LA SECCION 504 ACCESIBILIDAD DE PROGRAMA REQUISITOS. DHNP SE CONFORMA CON LA FERIA QUE ALBERGA ACTO Y PROPORCIONA ALOJAMIENTOS Y MODIFICACIONES RAZONABLES A PERSONAS CON INCAPACIDADES. DHNP NO DISCRIMINA POR CARRERA, EL COLOR, LA RELIGION, EL SEXO, LA INCAPACIDAD, ESTATUS FAMILIAR NI ORIGEN NACIONAL EN LA ADMISION NI EL ACCESO A SUS PROGRAMAS.