

Chapter 1: General Program Information

Introduction

This briefing packet states the obligations of a participant family under the Section 8 Housing Choice Voucher Program. Your housing assistance comes to you as part of a Federal government program, and as such is regulated by Federal law. Upon signing your voucher, you have agreed to comply with the obligations stated in this packet. Failure to fulfill your obligations under the Section 8 Housing Choice Voucher Program is grounds for termination of your housing assistance.

Welcome To The Housing Choice Voucher Program

Your family has been selected to participate in the Augusta Housing Authority's Section 8 Housing Choice Voucher Program. Enclosed in this packet are general forms and documents relative to the Section 8 Housing Choice Voucher Program. These items will be discussed during the briefing. Though covered in the briefing, these forms and documents should be read carefully and should be kept in a secure place with the rest of your family's important housing documents and papers.

The rules and regulations will change from time to time depending on legislation enacted by Congress and formulated into rules and regulations by the Department of Housing And Urban Development (HUD). The Augusta Housing Authority will try its best to make participants in the Section 8 Housing Choice Voucher Program aware of these changes.

After reading this information and if you have any questions, please call the Assisted Housing Department at 724-5466.

The Section 8 Housing Choice Voucher Program

The Section 8 Housing Choice Voucher Program was authorized by Congress and offered a new way of providing subsidized housing. Instead of constructing buildings that have to be managed and maintained, Congress decided to allow families to choose a unit from the private housing market. Families could lease in their current residence or locate a new dwelling unit, as long as the dwelling unit met HUD requirements.

The Augusta Housing Authority goal is to provide excellent service to the families and the owners participating in the Section 8 Housing Choice Voucher Program. This agency will make every effort to inform owners of the program rules, and to advise owners of how these rules affect them.

The administration of the Augusta Housing Authority's Section 8 Housing Choice Voucher Program shall be in compliance with its Personnel Policy, Administrative Plan, Equal Housing Opportunity Plan, and the Department of Housing and Urban Development's (HUD's) Section 8 regulations, as well as all Federal, State, and local Fair Housing Laws and Regulations.

Responsible Parties Within The Section 8 Housing Choice Voucher Program

The Section 8 Housing Choice Voucher Program consists of a three way partnership among the Augusta Housing Authority, the family or tenant, and the owner or landlord of the rental housing unit. The owner and family execute a lease agreement which governs the tenancy. The Augusta Housing Authority and the owner execute a Housing Assistance Payments Contract which governs the payments made to the owner on behalf of the family and other requirements outlined in rules, regulations, and procedures.

Terms For The Section 8 Voucher Holder

Eligible families are selected from the Augusta Housing Authority waiting list to participate in the Section 8 Housing Choice Voucher Program. When funding is available, the Augusta Housing Authority will issue a Voucher to applicants whose eligibility has been determined. The issuance of vouchers shall be within the dollar limitation of the budget. The family is assigned a voucher, and is requested to search for suitable housing. A copy of the Voucher is attached for guidance.

The initial term of a voucher is issued for sixty (60) calendar days. The initial term is stated in item number 2 on the voucher form. Requests for extensions can be requested by the family. See items 4a and 4b on the voucher form. The request must be made in writing in accordance with the policy and procedures set forth by the Augusta Housing Authority. No extension will be granted to the family if the request is not received within the designated time. The family's voucher shall expire after a total of one-hundred twenty (120) calendar days.

It is important that the owner work with the family by getting the housing unit ready to meet the Housing Quality Standards (HQS). If the unit meets HQS upon the initial inspection, the family may move into the unit before the expiration of the voucher term. If the unit does not meet HQS, however, this can impose time constraints upon the family to locate suitable housing in a timely manner.

Chapter 2: Selection Of A Family To Receive Rental Assistance

After a family has been selected from the waiting list, the family must complete several steps before the family can receive rental assistance from the Augusta Housing Authority's Section 8 Housing Choice Voucher Program.

- Final Eligibility is determined.
- Family Issued A Voucher.
- Briefing of the family.
- Family finds a place to live.
- Owner approves family.
- Housing authority approves the lease and the unit.
- HAP Contract and the lease are signed.
- HAP Payments are made to the owner.

Final Eligibility Is Determined

After a family is selected from the waiting list, the family's total annual income and household composition are reviewed for final eligibility. Third party verification is required from the family in order to document the household information claimed on the initial application. In addition, other documents and certifications are signed by the family.

Family Issued A Voucher

Eligible families are selected from the Augusta Housing Authority waiting list to participate in the Section 8 Housing Assistance Payments (HAP) Program. The family is assigned a voucher and is requested to search for suitable housing. A copy of the Voucher is attached for guidance.

The initial term of a voucher is issued for sixty (60) calendar days. The initial term is stated in item number 2 on the voucher form. Requests for extensions can be requested by the family. See items 4a and 4b on the voucher form. The request must be made in writing in accordance with the policy and procedures set forth by the Augusta Housing Authority. The written request should be received ten (10) calendar days prior to the expiration of the initial term of the voucher. The request shall explain the reason why an extension is warranted. Extensions may not be granted to the family if the request is not received with the designated time. The family's voucher shall expire after a total of one-hundred twenty (120) calendar days.

It is important that the owner work with the family by getting the housing unit ready to meet the Housing Quality Standards. If the unit meets HQS upon the initial inspection, the family may move into the unit before the expiration of the voucher term. If the unit does not meet HQS, however, this can impose time constraints upon the family to locate suitable housing in a timely manner.

Briefing Of The Family

All newly selected families from the waiting list are required to attend an oral briefing session. At the briefing session, the family is issued a Housing Voucher. The family is also given a briefing packet which will explain all of the information the family needs in order to be successful in its search for suitable housing. This document is called a Briefing Packet and it explains how the program works.

Chapter 3: Steps To Finding A Rental Unit

Having a good place to live is important. The Augusta Housing Authority will assist your family to rent a good place to live through the Section 8 Housing Choice Voucher Program.

Your family should be a smart consumer and take into consideration some of the following when searching for a place to live: the condition of the unit (is it well maintained and clean); whether the rent is reasonable for the location and condition of the unit; the expected cost of tenant-paid utilities; whether the unit is energy efficient; whether the unit is located in a high poverty or high crime area; and the proximity to public transportation, places of employment, schools, and shopping.

Step 1: Search For A Rental Unit

Families should look in the following places during their search for housing:

1. Check the classified section of the local newspaper under Houses For Rent or Lease and Apartments for Rent or Lease.
2. Check bulletin boards in laundromats, supermarkets, credit unions, etc.
3. Check with friends or neighbors. They may know of places that are available.
4. Look for yard signs in the area where you want to live offering "House For Rent".
5. Check with local Apartment Finder Agencies or Real Estate Offices or Rental Agencies.
Warning: You may be required to pay a fee and payment of a fee is no guarantee that you will find satisfactory housing.

Once a family finds a unit that they are interested in renting, the family should ask the following questions of the prospective owner/landlord:

1. The name, address, and telephone number of the owner or his agent.
2. The full address of the home.
3. The number of bedrooms in the home.
4. The amount of rent charged for the home.
5. What, if any, utilities are included in the rent. Do they supply garbage service or water?
6. Any special restrictions the landlord has, such as pets?

If the housing might be what you are looking for, ask for an appointment to see it. Be sure to keep the appointment and be on time. You may want to arrive early to look around the neighborhood.

The Augusta Housing Authority maintains a copy of the Owner and Real Estate Agency Listing of owners who have stated a willingness to participate in the Augusta Housing Authority's Section 8 Housing Assistance Programs. Attached is a copy of the Owners and Real Estate Agencies who are actively participating in the Section 8 Housing Assistance Payments Program. You are not restricted to the owners on the list that the Augusta Housing Authority has provided to your family. Your family may be aware of an owner who wishes to rent a unit under the Section 8 Housing Choice Voucher Program.

However, if your family elects to go off the list to select a unit, your family must have the owner contact the Assisted Housing Office to set up an appointment to discuss program requirements. The Augusta Housing Authority will not conduct business by telephone nor should your family bring a new owner in with you. The Augusta Housing Authority will meet with owners only by appointment.

The Augusta Housing Authority does not pre-qualify units or owners for the listing; therefore, your family should not make the assumption that all units on this list will meet HQS and rent requirements. Some properties are superior to others with respect to meeting HQS guidelines while others lack desirability. Your family must determine the quality of the housing based on what the Augusta Housing Authority has told you in the briefing and the **Good Place To Live** booklet.

Step 2: Owner Approves The Family

If you find a unit you like and the rent, including utilities, is under the Fair Market Rent/Payment Standard ceiling, contact your case manager from the Assisted Housing Department and submit a **Form HUD-52517, Request For Tenancy Approval**, and packet to the Assisted Housing Department. They will make an appointment with the Landlord to further explain the program, answer any questions, and complete a housing inspection. If the housing unit is approved, a lease will be drawn up between yourself and the Landlord. Please refer to the enclosed publication Form HUD-593-H(4), A Good Place To Live.

The family may be eligible to receive assistance at the unit in which the family is currently living. The unit must be the appropriate size for the family and the unit must have a reasonable rent as determined by the housing authority.

For new families, the owner has a right to inquire into a family's previous rental history. Most property owners, manager, or agents may ask the family to complete an application. They will also check on your past rental history and credit to determine tenancy. Owners may deny the family a housing unit if the family has a previous history of not fulfilling its obligations under a lease agreement.

Step 3: Inspection And Approval Of The Housing Unit

Before approving a unit, the Augusta Housing Authority will inspect the unit for compliance with the Housing Quality Standards (HQS) as promptly as possible after the owner indicates the unit is ready for inspection. All utilities must be connected before the inspection can be made.

If there are defects or deficiencies which must be corrected in order for the unit to be decent, safe and sanitary, the owner will be advised by the Augusta Housing Authority of the work required to be done. Before a HAP Contract is executed, the unit must be re-inspected to ascertain the necessary work has been performed and that the unit is decent, safe and sanitary. Occupancy of the housing which requires repairs in order to be made decent, safe and sanitary may be assisted through the Section 8 Housing Choice Voucher Program only after such repairs have been made.

Caution: If a family moves into a unit prior to execution of the HAP Contract between the owner and the Augusta Housing Authority, the family is doing so at its own risk. The Augusta Housing Authority will not be obligated to make a payment to the owner during this period.

Step 4: Signing Of HAP Contract And Lease Agreement

If the Augusta Housing Authority determines that a unit which an eligible family wishes to lease is in decent, safe and sanitary condition, that the rent is approvable, the Augusta Housing Authority will approve the lease agreement between the family and the owner. The Augusta Housing Authority will make a model lease agreement available for owners who do not have a lease agreement which contains all of the required and prohibited lease provisions. A copy of the model lease agreement for the voucher program is attached for your guidance.

The Augusta Housing Authority will review the owner's lease agreement to determine if the lease complies with State and local law. The Augusta Housing Authority may decline to approve the tenancy if the lease does not comply with State and local law.

Once the lease agreement is approved and signed, the Augusta Housing Authority will notify the owner that the HAP Contract is being prepared to be executed or signed. The HAP Contract and the Lease shall 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 owner and the family are required to maintain utility services at all times.

Step 5: Family Moves Into The Housing Unit

The family is now a Section 8 Housing Choice Voucher Program participant. The family may move into the housing unit and the Augusta Housing Authority will start making housing assistance payments to the owner. The owner shall receive his payment on or about the first of the month.

Neighborhood Associations

You are now a tenant in a neighborhood of your choice. You must conduct yourself, and are responsible for ensuring that all guests and members of their household conduct themselves, in a manner that will not interfere with the rights, comforts and convenience of other residents, or create a nuisance to the community. Section 8 families are expected to abide by the rules of the neighborhood associations and other ordinances of the neighborhood.

Your conduct and the conduct of every member of your household will determine if you can remain in the Section 8 Housing Choice Voucher Program and continue receiving Section 8 rental assistance. Here are some of the most common don'ts for families or tenants.

- * Only those persons listed on the Augusta Housing Authority certification and recertification forms are allowed to live in the unit.
- * No guest or visitors may stay longer than the length of time stipulated in the lease agreement and housing authority rules. Guests or visitors who stay longer must be reported, in writing, to the Section 8 Case Manager.
- * No littering on the property. Trash should be disposed in appropriate containers. The outside appearance of the unit and surrounding property must be maintained in accordance with your lease.
- * No illegal drugs permitted in any unit or on any part of the property.
- * No illegal or criminal activity permitted in any unit or on any part of the property including, but not limited to, drug related criminal activity.
- * No loud noises or playing of loud music on the property.
- * No pets or animals are allowed in any unit or on any part of the property unless the owner permits it in the lease.
- * No unlicensed, inoperable, or "junk" motor vehicles on the property.
- * No repairing or testing of motor vehicles on the property unless written permission has been granted by the owner.
- * No storing of inoperable old appliances or other furniture on the property.

The Augusta Housing Authority will track complaints received from citizens wishing to file complaints about possible lease violations and program abuse. Be aware that the Augusta Housing Authority follows up on all complaints, maintain files and pursues termination action against households that have poor records.

Chapter 4: Owner Selection & Participation

When a new owner decides to participate in the Augusta Housing Authority's Section 8 Housing Choice Voucher Program, the owner must place the property on the property listing maintained by the Section 8 Housing Choice Voucher Program.

Owner's Request For Participation In The Program

The owner may pick up a **Request For Property Listing Form** and a **Request For Owner's Information Form** from the housing authority central office in order to place a unit on the Section 8 Housing Choice Voucher Program. The central office is located in the J. Madden Reid Administrative Building, 1435 Walton Way, Augusta, Georgia. The owner must return these forms to the office so that voucher holders can be directed to the vacant unit. Sample forms are attached for your guidance.

Owners must provide the current address of their residence, not a post office box. Owners must provide an employer Identification Number (EIN) or Social Security Number (SSN). Owner must also submit proof of ownership of the property, such as a deed, and a copy of the Management Agreement if the property is managed by a management agent.

Once the forms are received by the Augusta Housing Authority, a staff person will call to obtain more detailed information about the property. The vacant unit must meet the Housing Quality Standards (HQS) before a Section 8 Housing Choice Voucher Program participant is eligible to lease the unit. Since this office may need to contact owners from time to time, owners must be sure there is a daytime telephone number where he/she can be reached.

Disapproval of Owner

The Augusta Housing Authority will not approve a unit if the housing authority has been informed by HUD or otherwise that the owner is debarred, suspended, or subject to limited denial of participation in the housing programs.

The Augusta Housing Authority will further deny an owner to participate in the housing program for any of the following reasons:

1. The owner has violated obligations under the housing assistance payments contract under the Section 8;
2. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
3. The owner has engaged in drug related criminal activity or any violent criminal act;
4. The owner has a history or practice of non-compliance with the Housing Quality Standards for units leased under Federal housing programs;
5. The owner has a history or practice of renting units that fail to meet State or local housing codes;
or
6. The owner has not paid State or local real estate taxes, fines or assessments.

Renting To Relatives

The Section 8 Housing Choice Voucher Program limits the circumstances under which an owner could lease a unit with Section 8 voucher assistance to a relative of the owner. The Augusta Housing Authority

will not approve a unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family; unless it is determined that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. The owner may be notified in writing of the Augusta Housing Authority's decision to refuse an owner's participation in the voucher program unless the lease was effective prior to June 17, 1998.

Responsibilities Of The Owner

The owner is responsible for performing all of the owner's obligations under the voucher and the lease. The owner is also responsible for:

1. Performing all management and rental function for the assisted unit.
2. Performing all ordinary and extraordinary maintenance.
3. Complying with equal opportunity requirements.
4. Preparing and furnishing to the Augusta Housing Authority information required under the voucher contract.
5. Collecting family's rent.
6. Paying for utilities and services (unless paid directly by the family).

Any owner may contract with any private or public entity to perform for a fee 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.

Owner Screens Tenant

The Augusta Housing Authority selects eligible families for participation in the Section 8 Housing Choice Voucher Program in accordance with Federal regulations. The Augusta Housing Authority is not permitted to establish selection criteria based on the applicant's suitability.

The Augusta Housing Authority's selection of an applicant for participation in the Section 8 Housing Choice Voucher Program is not a representation by the Augusta Housing Authority to the owner concerning either the family's expected behavior as a tenant or its suitability as a tenant. The owner selects the tenant for occupancy of a unit. If requested in writing, the Augusta Housing Authority will give the potential landlord the family's current and prior address as shown in the Augusta Housing Authority's records; and the name and address (if known by the Augusta Housing Authority) of the landlord at the family's current and prior address. The same types of information will be supplied to all potential landlords at their written request.

Housing Discrimination

The Augusta Housing Authority will not provide assistance where the family alleges that illegal discrimination, on grounds of race, color, religion, sex, national origin, age, familial, or handicap is preventing it from finding a suitable unit. In this case, the Augusta Housing Authority will provide the family with a copy of the HUD-prescribe form for use in filing a housing discrimination complaint. If an owner violates the Fair Housing laws, the owner may be denied participation in the Section 8 Housing Choice Voucher 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.

Reasonable Modifications And Accommodations

Owners cannot discriminate against families with disabilities and should be aware of their obligations to make reasonable modifications to the unit for such families, at the family's expense, as required for all persons with disabilities under the Fair Housing Act for the private rental market.

Also, if you or a member of your family has a disability that requires an accommodation or adjustment to the Section 8 Housing Choice Voucher Program rules, policies, practices or services, you have the right to request a reasonable accommodation or modification. The Augusta Housing Authority will try to approve the request if you can show that you or a member of your family have a disability that requires a reasonable accommodation or modification, and your request is reasonable.

To file a request, you should call your case manager to request a Request For Reasonable Accommodation Form. If you need help completing this form or need to file a request using an alternate format, the Augusta Housing Authority will assist you.

Chapter 5: The Lease Agreement

In order for a family to receive assistance under the Section 8 Housing Choice Voucher Program, the family must execute a lease agreement with the owner who will participate in the program.

Lease Agreement

Again, if the Augusta Housing Authority determines that a unit which an eligible family wishes to lease is in decent, safe and sanitary condition, that the rent is reasonable, the Augusta Housing Authority will notify the family and the owner that a lease can be executed between the two parties. The Augusta Housing Authority may review the owner's lease to determine if the lease complies with State and local law. The housing authority will decline a lease that does not comply with State and local law. The Augusta Housing Authority may make available a model lease agreement to owners who do not have a standard lease agreement which contains all of the required and prohibited lease provisions. A copy of the model lease agreement for the voucher program is attached for your guidance.

The lease and the HAP Contract must specify what utilities and appliances and optional services are to be supplied by the owner, and what utilities and appliances and optional services are to be supplied by the family. This information must correspond to the Request for Tenancy Approval.

The term of the lease shall begin on a date stated in the lease, and shall continue until:

1. A termination of the lease by the owner in accordance with the terms.
2. A termination of the lease by the family in accordance with the lease.
3. A mutual agreement between the owner and family to terminate the lease.
4. A termination of the HAP contract by the Augusta Housing Authority.
5. A termination of assistance for the family by the Augusta Housing Authority.

The family is not responsible for payment of the portion of the rent to owner covered by the housing assistance payment under the Housing Assistance Payments (HAP) Contract between the owner and the Augusta Housing Authority. The Augusta Housing Authority's failure to pay the housing assistance payment 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 the Augusta Housing Authority housing assistance payment.

Offer Of New Lease By Owner To Family

The owner may offer the family a new lease for execution by the family for a term beginning at any time after the first year of the term of the lease. The owner shall give the tenant written notice of the offer, with copy to the Augusta Housing Authority, 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.

Lease Termination Or Move Out By Family

The family may terminate the lease at any time without cause, after the term of the lease, in accordance of the lease provisions with a written notice by the family to the owner. The family should provide a copy of the notice to the Augusta Housing Authority. The family should not move out of the unit before the proper notification is given to the Augusta Housing Authority and the owner. The notification must be approved by the Augusta Housing Authority.

Absence From The Unit

The family may be absent from the housing unit for brief periods. Absence means that no member of the family is residing or living in the unit. For longer periods of absence, the family must notify the housing authority of the family's intent on being absent from the unit and the reason(s) for the absence. However, the family may not be absent from the unit more than 60 consecutive calendar days in any circumstance or for any reason. The housing assistance payments terminate if the family is absent from the unit for longer than the maximum period permitted. The term of the HAP contract and the assisted lease also terminate.

Termination of Tenancy By Owner

The owner shall not terminate the lease or tenancy for a family except for the following reasons:

1. Serious or repeated violation of the terms and conditions of the lease;
2. Violation of Federal, State, or local law which impose obligations on the tenant in connection with the occupancy or use of the dwelling unit and surrounding premises; or
3. Criminal activity or alcohol abuse.
4. Other good cause.

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 the Augusta Housing Authority 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 owner must give the family and the Augusta Housing Authority a notice of housing assistance payments contract termination if the owner terminates the tenancy for other good cause that is a business or economic reason or at the expiration of the housing assistance payments contract.

Housing assistance payments terminate when the lease is terminated by the owner in accordance with the lease. If the owner has commenced the eviction process against the family, and the family continues to reside in the unit, the Augusta Housing Authority 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. The Augusta Housing Authority may continue such payments until the family moves from or is evicted from the unit.

Lease In Relations To The HAP Contract

If the Housing Assistance Payment Program Contract is terminated for any reason, the lease agreement terminates automatically. The Augusta Housing Authority will not make any payments to the owner on behalf of the family once the HAP Contract is terminated for whatever reason.

Tenancy Addendum

The owner's lease must include word-for-word all provisions of the Department of Housing And Urban Development (HUD) prescribed **Tenancy Addendum**. A tenancy addendum means the language required by HUD. A copy of the Tenancy Addendum is attached for guidance. The Tenancy Addendum shall be supplied by the Augusta Housing Authority. If there is a conflict between the tenancy addendum and the lease, the provisions required by the HUD Tenancy Addendum shall prevail.

Security Deposit

The owner may collect a security deposit in accordance with State and local law; however, the security deposit may not be in excess of general market practice or amount collected from unassisted tenants. The family should make sure that plans have been made in advance to have money available for the security deposit.

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.

Are You Moving

If a family wants to move to another unit, you should make sure that you honor the terms of the lease agreement and leave on good terms with the property owner. Before you move from the unit, you should make sure that the unit is in the same condition as it was at the time of move in. In addition, you should make sure that your rent and other charges have been paid.

Again, before you move, you should make sure that the housing unit is in good condition and that your rent has been paid in full. Make sure the following things are done:

- * Repair any damages made by you, your family, or guests.
- * Make sure that ALL the walls and doors are clean.
- * Replace any broken or missing curtain rods, light fixtures or globes, electrical outlet covers, and light switches and covers.
- * Remove all of your possessions from the unit and clean the entire unit, including vacuuming or steam cleaning the carpet.
- * Remove all trash and debris, old vehicles, and appliances from the yard.
- * Have your utilities turned off.
- * Return all of your keys to the owner.
- * Make sure you conduct a move-out inspection with the owner to determine any outstanding repair needs to the unit.

Chapter 6: Housing Assistance Payments (HAP) Contract

The Housing Assistance Payments Contract is a contract between the Augusta Housing Authority and an owner, in the form prescribed by the Department of Housing And Urban Development (HUD). A copy of the Voucher Contract is attached for your guidance.

Housing Assistance Payments (HAP) Contract

In the Housing Assistance Payments Contract, the owner agrees to lease a unit to a specified eligible family and the Augusta Housing Authority agrees to make housing assistance payments under the Voucher Program to the owner on behalf of the family.

The monthly housing assistance payment by the Augusta Housing Authority must be credited by the owner towards the monthly rent payable by the family to the owner under the lease. The amount of the monthly housing assistance payments to the owner may not exceed the amount of the monthly rent payable by the family to the owner under the lease (and the owner must immediately return any excess payment to the family and must provide proof of the payment to the Augusta Housing Authority). The Augusta Housing Authority has no duty to pay the owner any balance of the monthly rent in excess of the housing assistance payment.

The voucher contract will not be executed until the Augusta Housing Authority approves the unit and the lease has been executed.

Housing Assistance Payments To Owner

Housing Assistance Payments will be paid to the owner by the Augusta Housing Authority for a unit under lease by an eligible family in accordance with the terms of the Housing Assistance Payments Contract. The payment is the difference between the Contract Rent and the Tenant Rent. An additional payment is made by the Augusta Housing Authority to the family when the Utility Allowance is greater than the Total Tenant Payment.

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 as the unit remains vacant.

If the owner evicts an eligible family, the owner will not be entitled to any payment under this section unless the Augusta Housing Authority 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 tenant through the court system, the owner is entitled to payments from the Augusta Housing Authority as long as the tenant is physically in the housing unit.

Housing Assistance Payment Computation

The Augusta Housing Authority uses the Payment Standard Schedule (See page 23, Payment Standards) to determine the appropriate payment standard for a particular family, based on the family size and composition and the AHA's occupancy standards. Once the AHA determines the appropriate payment standard amount from the schedule, the AHA subtracts 30 percent of the family's monthly adjusted income to arrive at the monthly housing assistance payments that the AHA will make to the owner on behalf of the family.

For example, if a family qualifies for a four-bedroom housing voucher under the AHA's occupancy standards and has monthly adjusted income of \$500, and the payment standard amount for a four-bedroom housing voucher is \$546, the housing assistance payment of the family is the payment standard (\$546) minus 30 percent of the family's monthly adjusted income (\$150) which is \$396. The Augusta Housing Authority must also compute the '**minimum rent**' calculation in the following paragraph.

The housing assistance payment may not be more than the amount by which the rent to owner plus any applicable utility allowance exceeds 10 percent of the family's monthly gross income. Except for the minimum rent calculation, actual rent to the owner for a unit does not affect the amount of the housing assistance payment.

Chapter 7: Rents

This chapter will discuss the different types of rent that are applicable to the Section 8 Housing Choice Voucher 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 the housing authority's portion to the rent to owner.

Fair Market Rents

Fair Market Rent 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 current Fair Market Rent by bedroom size for the Augusta Area (Section 8 Existing Certificate Program) effective **October 1, 2009** is as follows:

<u>Bedroom Size</u>	<u>Fair Market Rent</u>
1 - Bedroom	\$ 578
2 - Bedroom	\$ 649
3 - Bedroom	\$ 869
4 - Bedroom	\$ 914

The Fair Market Rents are changed only by the Department of Housing and Urban Development, and the changes are published in the Federal Register, usually on an annual basis.

Rent To Owner

The Rent To Owner is the total amount of rent specified in the Housing Assistance Payments (HAP) Contract as payable to the owner by the family and by the Augusta Housing Authority on the family's behalf. A family should not make any other payment to the owner for rent than is specified by the Augusta Housing Authority.

Gross Rents

The Gross Rent for any existing housing unit approved shall not exceed the Fair Market Rent applicable to such unit on the date of the lease approval. Gross rent is the total monthly cost of housing an eligible family, which is the sum of the rent to owner and any Utility Allowance. In the case of rental of only a manufactured home space, the gross rent also includes the family's monthly payment to amortize the purchase price of the manufactured home.

Rent Reasonableness

The Augusta Housing Authority must certify for each unit it approves a lease that the Rent To Owner for such unit is:

1. Reasonable in relation to rents currently being charged for comparable units in the private unassisted market, taking into account the location, size, type, quality, amenities, 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 units in the premises or elsewhere.

The Augusta Housing Authority must redetermine the reasonable rent when required in accordance with HUD requirements. The housing authority may redetermine the reasonable rent at any time.

Total Tenant Payment

The Total Tenant Payment (TTP) is the portion of the Gross Rent payable by an eligible family participating in the Section 8 Housing Choice Voucher Program. The Total Tenant Payment shall be the highest of the following, rounded to the nearest dollar:

- (1) 30 percent of monthly adjusted income,
- (2) 10 percent of monthly income, or
- (3) \$50.00

The monthly adjusted income is one-twelfth (1/12) of the annual adjusted income, and the monthly income is one-twelfth (1/12) of the annual income.

Tenant Rent

Tenant Rent is the amount payable monthly by the family as rent to the owner. Where all utilities (except telephone) and other essential housing services are supplied by the owner, Tenant Rent equals Total Tenant Payment. Where some services are not supplied by the owner and the cost thereof is not included in the amount as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance.

Maximum Initial Rent Burden Determination

Your family may not pay more than forty percent (40%) of the adjusted monthly income toward the initial rent for a unit. 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

The 40% rent burden limitation is not intended to apply to a family who rents a unit at or below the payment standard, and whose Total Tenant Payment (TTP) exceeds 40% of adjusted income. This means that the 40% rule does not apply to families whose gross rent (rent to owner plus utility allowance) is at or below the payment standard for the unit size listed on the voucher, even though the family may pay more than 40% of adjusted income towards rent and utilities. This rule only applies when the gross rent is greater than the payment standard.

According to this example, the maximum a family is allowed to pay towards rent is \$500.00 per month for the initial year. A representative from the housing authority will make this calculation for the family when the family either moves onto the Section 8 Housing Choice Voucher Program or when the family desires to move to a new unit.

The family should not move into the housing unit until after the Augusta Housing Authority approves the unit and the lease and the HAP Contract have been signed for the unit. If the family moves in before the approval of the unit and the documents are not signed, the family is responsible for the full portion of the rent until such time the AHA enters into the contract with the owner. The AHA will start making payments on behalf of the family on the unit effective the date indicated on the contract.

Annual Adjustment For Rent

Upon request by the owner, an Annual Adjustment will be considered as of the anniversary date of the lease in accordance with the most recent published Annual Adjustment Factors published in the Federal Register. The owner must request the increase, in writing, at least sixty (60) calendar days before the expiration of the anniversary date.

Payment Standards

A voucher payment standard schedule is a list of the payment standard amounts used to calculate the voucher housing assistance payment for each unit size in the Augusta Housing Authority jurisdiction. The current Augusta Housing Authority Payment Standards effective **November 1, 2008** are as follows:

- 1 - Bedroom Payment Standard is \$633
- 2 - Bedroom Payment Standard is \$711
- 3 - Bedroom Payment Standard is \$952
- 4 - Bedroom Payment Standard is \$1,001

The Augusta Housing Authority uses the above Payment Standard Schedule to determine the appropriate payment standard for a particular family, based on the family size and composition and the occupancy standards.

Side Payments For Rent

The Department of Housing And Urban Development (HUD) has conveyed to us its serious concerns about violations of the Section 8 Housing Choice Voucher Program requirements. The HUD Office of Inspector General (IG) has recently identified cases of fraud by Public Housing Agencies (PHA's) and their employees, owner/managers, and tenants participating in the Section 8 Housing Choice Voucher Program.

In order that the Department may provide Section 8 housing assistance to as many needy 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 with regard to the Section 8 Housing Choice Voucher Program are criminal acts. If a landlord is suspected of committing any fraudulent actions, we are 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 accused of a Federal crime. The landlord could also be terminated from participation in the program.

Some examples of fraud involving landlords identified by the IG's recent investigations include:

1. Requiring extra (side) payments in excess of the family's share of the rent. As you know, any payment in excess of the rent must receive prior approval by us.
2. Collecting assistance payments for units not occupied by Section 8 tenants.
3. Bribing AHA employees to certify substandard units as standard.

The Augusta Housing Authority urges you to report any violations of the Section 8 Housing Choice Voucher Program. These violations should be reported immediately rather than continue non-compliance with program requirements.

In addition, the Augusta Housing Authority is writing to tenants who are receiving Section 8 Housing Assistance requesting their assistance in preventing abuses of the program. The Augusta Housing Authority will take any action warranted to ensure that cases of fraud are prevented or prosecuted and are working with HUD to accomplish this task.

If you have any questions or know of any violations of fraud committed by another person, including AHA employees, tenants, or owners, please contact the Director of Administration at 724-5466.

If an owner, with agreement of the family, decides to collect payments from the family for such other items as a washer or dryer, the owner and family should enter into a formal agreement concerning these additional payments.

Utility Allowances

If your family selects a unit where you will have to pay utilities, your family will be given (on paper) a utility allowance to offset the expected cost of the utilities that your family will have to pay. The amount your family pays will be the TTP less the appropriate utility allowance.

The Augusta Housing Authority is required, at least annually, to revise its utility allowances in accordance with Federal Regulations. The Augusta Housing Authority must determine if there has been a substantial change in utility rates or other charges that would require an adjustment in any utility allowance on the utility allowance schedule. The allowances and other charges are revised based on actual consumption data. Revised allowances and other charges are established for electricity, gas, water and sewer, and garbage collection for dwelling units by category and unit size to approximate a reasonable consumption of utilities by a household of modest circumstances consistent with the requirements of a safe, decent, sanitary, and healthful living environment.

The Augusta Housing Authority must determine if the adjustments to the utility allowances and other charges affect the amount of housing assistance paid on behalf of the family by recalculating the minimum rent.

Chapter 8: Maintenance And Unit Inspections

The owner must maintain the housing unit and premises in accordance with the Housing Quality Standards at all times. Maintenance and replacement must be in accordance with the standard practice for the building concerned as established by the owner. See Chapter 9, Housing Quality Standards Requirements.

General Maintenance

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

Initial Inspection

The Augusta Housing Authority will conduct an initial inspection upon each housing unit when an owner decides to participate in the Section 8 Housing Choice Voucher Program. The owner should try to correct any fail work item before the unit is presented to the Augusta Housing Authority for inspection. This will prevent delays in the beginning of the family's rental assistance. The family and owner will be advised to notify the Augusta Housing Authority once repairs are completed.

Annual Inspection

The Augusta Housing Authority will also inspect the dwelling unit leased to the family at least annually to assure the owner is meeting the obligation to maintain the unit in decent, safe and sanitary conditions and to provide the agreed upon utilities and other services.

Special Inspections

In addition to the initial and annual inspections, the Augusta Housing Authority will inspect the dwelling unit leased to the family at such other times as may be necessary to assure the owner meets the obligation to maintain the unit in decent, safe and sanitary condition and to provide the agreed upon utilities and other services. The Augusta Housing Authority will take into account complaints from the family or the owner and 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, the Augusta Housing Authority 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 Contract. If the Augusta Housing Authority determines to terminate the Contract, and the family wants to move to another dwelling unit with assistance under the Section 8 Housing Choice Voucher Program, the Augusta Housing Authority will issue another Voucher to the family (unless the Augusta Housing Authority denies the issuance of the Voucher in accordance with Federal regulations).

If the Augusta Housing Authority determines that the unit does not meet Housing Quality Standards, the Augusta Housing Authority will notify the owner in writing and provide a reasonable amount of time to make repairs. If the repairs are not made within the prescribed time period, the Augusta Housing Authority may abate payments to the owner. The abatement is effective from the day after the date of the failed re-inspection. The tenant is required to pay only their portion of the rent if the Augusta Housing Authority abates the HAP.

Chapter 9: Housing Quality Standards (HQS) Requirements

Before the Augusta Housing Authority will make payments to an owner on behalf of the family, the housing unit must meet the HUD's minimum Housing Quality Standards (HQS). These standards have been implemented by HUD nationwide to ensure that all assisted housing units under the Section 8 Housing Choice Voucher Program meet the minimum health and safety standards. The owner must prepare the unit for inspection, participate in the inspection with the housing authority, and make repairs promptly.

Area Covered Under HQS

There are eight (8) areas that must be reviewed for Housing Quality Standards compliance by a housing authority 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

After the HQS inspector has inspected the unit, the inspector must provide the owner a summary decision or rating for the unit in accordance with HUD rules and regulations.

Summary Decision Or Rating On Unit

When an inspector makes an inspection of a unit, the inspector will record the findings on Form HUD 52580, Inspection Checklist Section 8 Tenant-Based Assistance Voucher Program. Once a housing assistance program 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 Federal, State, and/or local laws.

The term "Inconclusive" means that more information is needed for the inspector to make a determination 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 the Augusta Housing Authority.

The fail items will be reported to the owner in writing. An itemized listing of the work items will be given to the owner. The fail items must be corrected and verified prior to the execution of a new Housing Assistance Payments Contract or any future payments are made on an existing unit in which the housing authority is performing an annual inspection.

Housing Quality Standards Inspection Checklist Items

The HQS inspector will use the Form HUD-52580, Inspection Checklist Section 8 Tenant-Based Assistance Rental 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 window panes?
- * 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 no intact 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?
- * Are 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 window panes?
- * 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 no intact 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?
- * 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 no intact 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?
- * Are there operable windows or a working vent system?

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 window panes?
- * 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 non-intact 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, Such As A 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?
- * Are the roofs, gutters, 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 no intact 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 operable 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?

Most Common Fail Items

The inspector must locate and identify all repairs that are needed to be done in the unit. Below is a list of some of the most common fail items that are found during an inspection.

1. Peeling exterior and interior paint.
2. Inoperable smoke detector.
3. Railings missing.
4. Outlet cover plates missing or cracked.
5. Leaking plumbing fixtures.
6. Missing pressure relief valve on hot water heater.
7. Inoperable bathroom fan or no bathroom ventilation.
8. Missing burner control knobs and inoperable burners on ranges or inoperable range hoods.
9. Vermin and rodent infestation.
10. Cracked or broken window panes.
11. Tripping hazards caused by floor coverings such as carpeting.
12. Inoperable light fixtures.
13. Large holes in the walls.
14. Inoperable commodes.
15. Trash and debris, inoperable vehicles and appliances, and other furniture in the yard.

The owner should prepare the unit for inspection and make all repairs as promptly as possible. For any additional information on the most common fail items, contact a housing inspector at the housing assistance office.

Housing Quality Standards Minimum Requirements

Housing assisted under the Augusta Housing Authority's Section 8 Housing Choice Voucher Program must meet the Housing Quality Standards (HQS) as outlined in 24 Code of Federal Regulations (CFR) 982.401. Before the Augusta Housing Authority can make a payment to the owner on behalf of a family, the housing unit must meet HUD's minimum HQS.

Many houses, apartments, and other dwelling units built before 1978 have paint that contains lead (called Lead-Based Paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly. Federal law requires that individuals receive certain information before renting or leasing pre-1978 housing. Owners have to disclose known information on lead-based paint hazards before leases take effect. Leases shall include a federal form about lead-based paint. See Form EPA747-K-94-001, Protect Your Family From Lead In Your Home, May 1995.

The owner is required to notify and certify to the Section 8 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. A copy of the certification should be sent to the Augusta Housing Authority for the Section 8 participant record.

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 the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

For units assisted prior to April 24, 1993, owners who installed batter-operated or hard-wired smoke detectors prior to April 24, 1993 in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposed, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

Non-Qualifying Units

Any type of existing housing meeting the Housing Quality Standards may be utilized under the Section 8 Housing Choice Voucher Program, 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 the Augusta Housing Authority administering the Annual contribution Contract for the Section 8 Housing Choice Voucher Program;
3. Nursing homes, units within the grounds of penal, reformatory, medical, mental 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 manufactures 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 10: Family Obligations

The family is required to participate in several activities during the course of a year. These activities include the recertification of the family's income and household composition, inspection of the housing unit, and annual adjustment to the rent to owner.

Recertification Of The Family

The Augusta Housing Authority is required by Federal law to recertify each family at least annually. The family is required to provide to the housing authority information pertaining to family income, deductions to family income, and family composition. A change in the family's income will affect the amount of the family's payment to the owner. This will affect the portion of the Rent To Owner that is paid by the family, but this does not affect the total amount received by the owner from both the family and the Augusta Housing Authority.

The Augusta Housing Authority will provide advance written notice to the owner and the family if the family's portion of the rent changes. Shortly after the recertification process has been completed, the housing authority will mail a "Notice of Rent Adjustment" letter to the tenant and the owner stating the portion of the rent to be paid by the tenant and the housing authority to the owner.

If a family fails to cooperate with the recertification process, it could result in the loss of the family's rental assistance. The Augusta Housing Authority will notify the family and the owner in writing of the family's housing assistance payments being terminated.

Assistance With Inspections Of The Unit

The Augusta Housing Authority must inspect every unit participating under the Section 8 Housing Choice Voucher Program at least once a year. An inspection date and time will be scheduled with the owner and family and the housing authority of the annual inspection. The family must assist the housing authority with the inspection of the unit by making the unit available for inspection. Written notice will be given to the family and the owner of the results of the inspection. If the unit does not pass inspection, the owner will be given a reasonable number of days to complete the repairs.

The family is responsible for any repairs that are the result of damage caused by the family or guest beyond normal wear and tear. The family is also responsible for the operation of tenant-supplied utilities and appliances.

The owner is responsible for ensuring the unit meets HQS at all time. This requirement is explained in the housing assistance program contract. If the unit does not meet HQS at any time, the housing authority will notify the owner in writing of any repairs that need to be done. Again, the owner will be given a reasonable amount of time to complete the repairs. If the repairs are not made within the time period allowed, the housing authority will abate, suspend, or terminate HAP payments. If payments are abated, the tenant is still required to pay only their share of the rent to owner. The tenant is not responsible to pay the portion of the rent to owner the housing authority does not pay because the unit did not pass inspection.

It is of utmost importance that the owner is aware of the condition of their unit at all time and to make repairs as soon as possible when the repairs are reported or discovered.

Obligations and Responsibilities of the Family

As a participant in the Section 8 Housing Choice Voucher Program, the family has certain obligations and responsibilities as listed below:

1. The family must supply any information, certifications and release information that HUD or the Augusta Housing Authority determines is necessary in the administration of the program. This includes any required evidence of citizenship or eligible immigration status.
2. The family must supply any information requested by HUD or the Augusta Housing Authority for use in regularly scheduled examinations or interim examinations.
3. The family must disclose and verify social security numbers (as provided by 24 CFR Part 750) and must sign and submit consent forms for obtaining information with 24 CFR Part 760 and Part 813.
4. Any information provided by the family must be true and complete.
5. The family is responsible for a breach in Housing Quality Standards (HQS) which is caused by (a) tenant-supplied utilities (b) appliances furnished by the tenant or (c) tenant damages to the unit or premises beyond normal wear and tear.
6. The family must allow the Augusta Housing Authority to inspect the unit at reasonable times and after reasonable notice.
7. The family may not commit any serious or repeated violation of lease.
8. The family must notify the Augusta Housing Authority and the owner before moving out of the unit or terminating the lease on notice to the owner.
9. The family must give the Augusta Housing Authority a copy of any eviction notice promptly.
10. Use and Occupancy of the unit:
 - * The family must use the assisted unit for residence by the family, and as the only residence for the family.
 - * All family members residing in the unit must be approved by the AHA.
 - * The family must notify the AHA of any birth, adoption or court awarded custody.
 - * The family must request approval from the AHA to add any other member to the household.
 - * The family must promptly notify the AHA if any family member moves out.
 - * If the AHA has given approval, a foster child or live-in aide may reside in the unit.
 - * Household members may engage in legal profit-making activities if they do not interfere with the primary use of the unit as a residence.
 - * The family must not sublease or let the unit.
 - * The family must not assign the lease or transfer the unit.
11. The family must supply any information requested by the AHA to verify that the family is living in the unit, including any information on the purpose(s) of family absences. The family must promptly notify the AHA of absences from the unit.
12. The family must not have any interest in the unit.
13. The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in conjunction with the programs.
14. The members of the family may not engage in drug-related criminal activity or violent criminal activity.
15. Members of the family may not receive Section 8 assistance while receiving another type of housing assistance either for the same unit or for a different unit.

Chapter 11: Grounds For Denial Or Termination Of Assistance

Termination of Assistance for a participant may include any or all of the following: refusing to enter into a HAP contract or approve a Lease, terminating housing assistance payments under an outstanding HAP contract, including termination, suspension or reduction of housing assistance payments or termination of the HAP contract.

Grounds For Termination Of Assistance

The Augusta Housing Authority at any time may deny program assistance for an applicant, or terminate program assistance to a participant, for any of the following grounds:

1. If the family violates any obligations under the program.
2. If any member of the family has ever been evicted from Public Housing.
3. If another Housing Authority has ever terminated assistance under the Certificate or Voucher program for any member of the family.
4. If any member of the family commits drug-related criminal activity or violent criminal activity.
5. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
6. If any family currently owes rent or other amounts to the AHA or another Housing Authority in connection with Section 8 or Public Housing assistance under the 1937 Housing Act.
7. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the Lease.
8. If the family breaches an agreement with a Housing Authority (HA) to pay amounts owed to a HA, or amounts paid to an owner by a HA.
9. If a family participating in the Family Self-Sufficiency (FSS) Program fails to comply, without good cause, with the family's FSS Contract of Participation.
10. If the family has engaged in or threatened abusive or violent behavior toward AHA personnel.
11. If any family member fails to sign and submit consent forms for obtaining information.
12. If the family fails to submit evidence of citizenship or eligible immigration status.
13. If a welfare-to-work (WTW) family fails to fulfill its obligations under the welfare-to-work voucher program.

Informal Hearing

Once a Section 8 Housing Assistance Payments Program Contract has been signed on your behalf, you are considered a participant and you have the right to a written notice and an information review if your assistance is terminated or reduced. You and your counsel or representative will have the opportunity to question any adverse witnesses, examine evidence, and present testimony in your favor. Prompt written notice of the final decision will be given, and will state the legal and evidential grounds for the decision. You will be given an opportunity to examine, before the informal hearing, any documents that are directly relevant to the hearing. You will be allowed to copy any such documents at your expense.

Chapter 12: Occupancy/Subsidy Standards

The Department of Housing And Urban Development (HUD) requires the Augusta Housing Authority to establish **Occupancy/Subsidy Standards** which allow this Agency to determine the number of bedrooms required for families of different sizes and compositions.

Information On Occupancy/Subsidy Standards

These standards must provide use of the smallest number of bedrooms necessary to house a family while avoiding overcrowding.

The Augusta Housing Authority Section 8 Housing Choice Voucher Program enters on the Voucher the smallest number of bedrooms consistent with recommended Occupancy Standards, but will grant justifiable exception from the standards due to age, sex, health, or handicap of family members, or other individual circumstances. Requests for exceptions to the Occupancy Standards must be made in writing and necessary documentation and verifications must be provided by the applicant or participant so that a proper determination can be made by the Augusta Housing Authority.

Determination of Bedroom Size

The following general principles will be used to determine the proper bedroom size for each applicant and participant.

1. Family members are generally assigned to bedrooms on the basis of two of the same sex per bedroom.
2. Only one person may be assigned to each living room/bedroom combination.
3. The head-of-household and co-tenant are usually assigned a separate bedroom.
4. The children under six (6) years of age may occupy the same bedroom regardless of their sex.
5. The Augusta Housing Authority, at its sole discretion, may assign a separate bedroom to any family member with a documented medical need.

Apply the following Occupancy Standards regarding the minimum and maximum number of occupants when determining proper dwelling unit size for each applicant or participant.

<u>Number of of Bedrooms</u>	<u>Persons in Household Minimum Number</u>	<u>Persons in Household Maximum Number</u>
0 Bedroom Unit	1	1
1 Bedroom Unit	1	2
2 Bedroom Unit	2	6
3 Bedroom Unit	3	8
4 Bedroom Unit	4	10

Live-In Aide

Special circumstances may warrant a larger unit, such as the need for an elderly, disabled, or handicapped person to have a live-in aide. An aide may reside in the unit based on medical statement(s) which allow the Augusta Housing Authority to determine what is essential to the care and well being of the elderly, disabled, or handicapped family member and as long as the aide:

- * Is not obligated for the support of the elderly, disabled, or handicapped family member; and
- * Would not be in the unit except to provide care of the elderly, handicapped, or disabled family member; and
- * Income will not be counted for purpose of determining eligibility or rent; and
- * Will not be considered the remaining member of the tenant family

Relatives will not automatically be excluded from being live-in-aides, but must meet the definition above. The Augusta Housing Authority will not consider a live-in-aide as the remaining member of the household if the person they are attending is no longer a program participant. Furthermore, family members of the live-in-aide may reside in the subsidized unit providing that doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the live-in-aide's family members will not overcrowd the unit.

To determine whether the live-in-aide is essential to the care and well being of the elderly, disabled, or handicapped person, the Augusta Housing Authority will request a third party verification from a reliable medical source familiar with the needs of the applicant or participant requesting approval of a live-in-aide. The request must give precise information as to the services and time required by the applicant or participant from the live-in-aide.

Reasonable accommodation will be made in the verification process for handicapped and disabled persons. Contact the housing assistance office ahead of time in order for a representative of the housing assistance office to assist your family.

A family may select an acceptable unit with a smaller number of bedrooms, provided the unit meets the space requirements of the recommended Housing Quality Standards and the Occupancy Standards as set forth in this policy. Regardless of the number of bedrooms stated on the Housing Voucher, the family may select an acceptable unit with a larger number of bedrooms; however, the Augusta Housing Authority will only provide assistance to the extent provided for in the Housing Voucher.

Chapter 13: Income Sources

The gross amount (before deductions) of any money that your family receives from any source is counted as income.

Income Sources

Family income includes, but is not limited to some of the following types:

- * Wages from employment
- * Self-employment wages
- * PHA wages
- * Child Support Payments
- * Regular gifts or contributions
- * Interest from checking, savings accounts, and investments
- * Help from family or friends
- * Temporary Assistance For Needy Families (TANF)
- * Social Security
- * Supplemental Security Income (SSI)
- * Pensions
- * Military pay
- * Unemployment benefits
- * Any other sources of income

Your family is required to report any change in your family's income (and/or family structure/composition) within ten (10) calendar days. These changes **may** result in a change (increase or decrease) in the rent your family is obligated to pay to the owner.

If your family fails to report an increase in income from a new source in a timely manner, the family may be required to repay rental assistance payment that have been made to the owner on the family's behalf. In addition, the family may be terminated from the rental assistance program for fraud. The family is still responsible for the monies owed to the Augusta Housing Authority if rental assistance is terminated.

The Augusta Housing Authority is required to project or "anticipate" income for the coming twelve (12) months based on the written verifications which your family has provided. Based on your family's specific situation, you may be eligible for certain deductions from income. Some examples of such deductions are: elderly family (\$400); medical expenses if the Head or spouse is elderly, disabled or handicapped; or dependents (\$480).

When your family income has been projected and deductions for which your family is eligible taken, the Augusta Housing Authority will arrive at your family's adjusted annual income. This amount is multiplied by 30% and divided by 12 months to determine your family's Total Tenant Payment (TTP).

The Augusta Housing Authority can directly receive income verification for all family members from the Georgia Department of Labor (DOL), the Social Security Administration (SSA), and the Georgia Department of Human Resources/Department of Family and Children Services (DFCS).

Chapter 14: Portability Procedures & Information

Portability is simply a term which means mobility or the ability to move. Under the Section 8 Housing Choice Voucher Program, you may make certain decisions concerning where you wish to live. Although the outcomes of individual mobility programs may vary, there are common experiences of increased family satisfaction with neighborhood safety and schools, and increased job opportunities in areas that are not high-poverty census tracts (40% of the persons for whom poverty status is determined have incomes below the poverty level). Further, preliminary evidence shows that the children of families moving to the suburbs reach higher levels of school achievement.

Terms:

PHA The Augusta Housing Authority
Initial PHA The PHA who initially certifies or assists the family
Receiving PHA The PHA that proposes to certify or assist the family

The family can move with a Voucher anywhere in the United States to the jurisdiction of a PHA administering the Section 8 Housing Choice Voucher Program.

The portability feature of the Voucher may be used if the family is living within the jurisdiction of the PHA at the time of application for assistance. Also, portability may be used during the first year after admission if either the Head of Household or Spouse of an assisted family already had a "domicile" (legal residence) in the jurisdiction of the PHA at the time when the family first submitted an application for participation in the PHA program. Unless agreed to by the Initial and Receiving PHA, if the above conditions are not met, the family must lease a unit in the jurisdiction of the PHA for at least twelve (12) months from the beginning of the Lease in order for the portability option to apply.

The Initial PHA is responsible for determining whether the family is income eligible in the area where the family wants to lease a unit. If the Receiving PHA opts to conduct a new reexamination, it may not delay issuing the family a Voucher or otherwise delay the approval of a unit unless the recertification is necessary to determine income eligibility.

If the family is not a current participant in the Initial PHA's Voucher program, the applicable income limit for admission is the applicable income limit in the jurisdiction of the Receiving PHA. The family may only lease a unit in an area where the family is income-eligible in the jurisdiction of the Receiving PHA.

After you have received your Voucher, you may have a desire or find a need to move to another location. If such a need should arise, you must make your request to us in writing so that we can set up an appointment for you to come in and arrange for the transfer of your information to the Receiving PHA.

You should be absolutely certain of where you want your information sent because some locations have more than one PHA serving them. It is our responsibility to provide you with information that will help you to make an informed decision about where your information is to be forwarded. You will be asked to submit a written authorization to transfer the information and to which Housing Authority it should be sent.

The Payment Standard (PS) of the Receiving PHA is applicable and different subsidy standards may change the bedroom size of the family's Voucher. The Receiving PHA may elect to absorb the family into its voucher program.

Chapter 15: Family Self-Sufficiency (FSS) Program

The Family Self-Sufficiency (FSS) Program was established by the Augusta Housing Authority to promote economic independence, self-sufficiency, and freedom from dependence on various governmental assistance programs. All current Section 8 families are eligible to participate in the Family Self-Sufficiency Program. The head of household and/or all family members age eighteen (18) or older are eligible to participate.

Each participating family or family member will sign a Contract of Participation (COP) that spells out the services to be provided and the obligation the family or family member agrees to undertake. (Form HUD-52650, Family Self-Sufficiency Program Contract of Participation and Individual Training and Services Plan). The family is connected with the appropriate support services and resources in Richmond County needed to move the family toward economic self sufficiency. The Contract of Participation is for a five year period with an extension for an additional two years. If the family fails to comply with the contract, housing assistance and FSS services may be withheld or withdrawn.

While participating in the FSS Program, the family may be eligible to save for the future by accruing escrow. If the family has an increase in earned income during the contract, the Augusta Housing Authority will establish an interest bearing escrow savings account for the family. Whenever there is a rent increase due to earned income of the family member(s), the family will pay their portion toward the Contract rent and the housing authority will credit a part or the same amount to the family's escrow account. Upon successful completion of the Contract of Participation, the family is entitled to the amount which has been placed into escrow, minus any money owed to the housing authority.

If you are interested in participating in the FSS Program, contact the Family Self-Sufficiency/Homeownership Coordinator.

Chapter 16: Program Withdrawal And Expiration

In many instances, the housing assistance for a family is terminated due to the fact that a family no longer desires the aid of the Section 8 Housing Choice Voucher Program. In addition, the family may disqualify themselves based on the family exceeding the income limit for the program. In either case the family is properly processed for assistance termination by the housing authority.

Program Withdrawal

Families may decide to withdraw from the Section 8 Housing Choice Voucher Program after receiving assistance for a while. The reasons may vary depending on family circumstances (marriage, inheritance, lottery proceeds, employment, etc.). The family must provide written notification to the Augusta Housing Authority and the owner of its decision to withdraw from the Section 8 Housing Choice Voucher Program. The family should be sure about this decision before the notice is given.

The waiting list for the Augusta Housing Authority's Section 8 Housing Choice Voucher Program is very long. It may take several years for a family's name to be re-selected from the waiting list if housing assistance is needed in the future. It is to the family's advantage to consult with a representative from the housing assistance office before deciding to withdraw from the Section 8 Housing Choice Voucher Program. The family would have to re-apply for housing assistance if housing is desired in the future.

Expiration Of Housing Assistance Payments Contract

Depending on a family's income, the family may still be eligible for some rental assistance under the Section 8 Housing Choice Voucher Program. If a family has an increase in income that causes the family's portion of the assistance payment to equal or exceed the amount of the Rent To Owner (contract rent), the family will be responsible for paying the full amount of the rent.

If the family remains in the unit, however, the HAP Contract with the owner will remain in effect for 180 calendar days after the last housing assistance payment is made to the owner by the Augusta Housing Authority on behalf of the family. During the 180 days period, your family is still considered to be on the Section 8 Housing Choice Voucher Program. The Augusta Housing Authority will not make any housing assistance payments during this period. If your family has a reduction in income during this period, the Augusta Housing Authority will begin payments to the owner based on the family's current income. An interim recertification will have to be completed to determine the amount the family and the housing authority are responsible for paying to the owner.

Chapter 17: Conclusion

The Augusta Housing Authority's Section 8 Housing Choice Voucher Program is designed to assist eligible families with their housing needs. It is important that the family cooperate with the Augusta Housing Authority and the owner in meeting their housing needs.

Forms And Documents

The following forms and documents are attached for your guidance for the Section 8 Housing Choice Voucher Program.

- Housing Choice Voucher
- Request For Tenancy Approval
- Housing Assistance Payments Contract
- Housing Discrimination Complaint Form
- Informal Hearing Policy
- A Good Place To Live Brochure
- Fair Housing Brochure
- Protect Your Family From Lead In Your Home Brochure
- Owner and Real Estate Agency Listing
- Request For Owner's Property Listing Form
- Request For Owner's Information Form
- Portability Listing