

PHA TENANT-BASED SECTION 8 VOUCHER POLICY

(Public Housing Authority – County or City)

ONLY properties designated by their Regional Property Supervisor will accept PHA VOUCHERS. ALL non-rental assistance Housing Credit properties will accept PHA Housing Choice Vouchers.

Marketing For PHA Voucher Applicants

If approved by the Regional Property Supervisor, the Property Manager must be certain that the property is listed on the available PHA Housing List that is given to all Voucher holders by the PHA. Property Managers must examine this list to make sure their property is listed. Property Managers need to ask the PHA how often it is necessary to renew their information to remain current on the Housing List. Once the property is placed on the list, Property Managers must check the list from time to time to make sure the information is current, up-to-date.

Property Managers must maintain frequent dialog and communication with the PHA Administrator. A good relationship is essential to obtaining and continuing to receive Voucher holders from the PHA.

Special Screening of Voucher Holders

EVERY VOUCHER HOLDER APPLICANT MUST BE SCREENED THROUGH THE PHA ADMINISTRATOR in addition to other company screening procedures. Use form RS-11 “**PHA Applicant Screening Questionnaire**” to complete this task. Be sure to include this information with every voucher holder household accepted for occupancy.

Most PHA Administrators will divulge information on past addresses, lease violation notices, lease recessions and evictions, particularly if there is a good relationship between the Property Manager and the PHA Administrator. The PHA Administrator’s screening may expose addresses and rental problems that the applicant failed to include on the Rental Application.

Move-Ins

Following screening and unit availability, the PHA and Applicant must meet with Management in order for PHA approval of the condition of the premises and execute the Section 8 Contract.

No applicant may be allowed to move-in before the following requirements are met:

- The PHA inspection of the premises must be completed and satisfactory to the PHA representative.

- An executed Management lease (Rental Agreement) and attachments must be in the resident file. Use the PHA's move-in inspection form to supplement Form RA-7 "Move-In/Move Out Inspection". Include the same Management Rules and addenda all other residents receive. [See form RA-1(d) "Resident Receipt of Documents Checklist"]
- The PHA Section 8 Contract must be executed (signed) and a copy placed in the resident file. This Contract is part of Management's Rental Agreement. Please make sure that **every** PHA voucher holder has the relevant contract in his or her file.

Initial Term

The **initial** term of a PHA Voucher Contract is one (1) year; therefore, the **initial** term of the Rental Agreement must coincide: i.e. one (1) year. Management **cannot** change the rental amount on the *unit* during the initial term of the lease (one year). Unless there is a mutual rescission of the Rental Agreement, neither Management, nor the Resident may voluntarily terminate the Rental Agreement during the initial term. The PHA can adjust the resident's share of the unit rent at anytime with advance written notice to the resident and Management from the PHA.

NOTE: If a household begins to receive PHA Section 8 assisted rent **after** their initial move into the property, Property Managers must complete a new Rental Agreement to match the PHA Contract initial and ending term dates, The PHA will also conduct inspections, etc. It is recommended that USDA-RD and Housing Credit sites complete a new recertification (verify income, household composition, etc.) so that annual recertification dates match the PHA recertification dates.

After the Initial Term of the Lease

After the initial one-year term, Management is required to deliver a 60-day advance notice to the Resident and the PHA when the following occurs:

- Whenever Management decides to increase the unit rent (Use Form RA-4(PHA) "60-Day Notice of CONTRACT Rent Increase" to notify both the PHA and the Resident); or,
- Whenever Management decides to change or amend the Rental Agreement.

For example, if the resident should be a December 1, 2006 renewal/recert, the resident and the PHA should be notified in writing by October 1, 2006.

The resident may terminate the Rental Agreement with a standard 30-day written notice when their initial lease term ends.

Recertifications

Recertification processing is entirely in the hands of the PHA. (See below for exceptions.) Management may be notified by the PHA at anytime of a change in the Resident's share of the rental amount; however, notifications cannot be retroactive.

HUD properties will rely on the PHA to verify the household's income eligibility. Housing Credit properties will need to follow the state requirements to verify the household's income eligibility to maintain compliance with regulations. USDA-RD sites will need to conduct a complete recertification as specified in the USDA-RD HB 3560, Chapter 6. Company verification forms and policies will be used/followed.

Recert & Interim Inspections

The PHA may do unit inspections at any time and will always inspect before the effective annual recertification date. The PHA should make an appointment with Management before conducting the inspection. Management is entitled to be present during all unit inspections.

Move-Outs (Do a walk-through with the resident and the PHA representative.)

A resident may ***not*** voluntarily terminate their residency during the initial one-year term of the Rental Agreement. After the initial term, it is both the Resident's and the PHA's obligation to give Management a 30-day written notice to vacate. The Resident will tell the PHA that they wish to move-out; and, the PHA will have a *30-day notice form* sent to Management for signature. Please do the following:

1. Make the resident get the "30-day notice" form from the PHA. Do *not* use our Management form.
2. Ask the PHA to do a *preliminary move-out inspection* before letting the resident move. All damages (including rent) will be completed and paid for *before* the resident moves out. If the resident does not meet his or her obligation, they risk losing their Section 8 Voucher with the PHA.
3. After the resident moves, if we need to assess additional cleaning or damages, call the PHA to complete a final inspection.
4. During a *preliminary or final move-out* inspection you do not have to accept what the PHA representative decides. Do *not* let them run over you, they are trying to minimize charges. All we want is to be fairly compensated. If you cannot agree with the PHA representative, call your Regional Property Supervisor for assistance.

5. The PHA may require that we hire an outside service company for all repair work. If so, get an estimate from a service company for all repairs needed within 10 days of the move-out date. For repairs the PHA has agreed to pay, use the Service Company. For all other repairs, use our own maintenance workers.
6. Finalize the move-out disposition as soon as possible. In addition to sending the resident a copy of this information, you must submit the disposition, repair invoices, and our own workers costs to the PHA along with a cover letter requesting vacancy and/or damage claim reimbursement from the PHA.
7. Follow up with the PHA after two (2) weeks. Notify your Regional Property Supervisor if the PHA does not pay the correct amount owed in a timely manner.

PHA Payments

In no case should Property Managers allow PHA subsidy payments to go beyond **30 days** in arrears. It is the PHA's responsibility to pay rent subsidy when it is due. Property Managers should stay in frequent contact with PHA administrators. **Call your Regional Property Supervisor for assistance if the PHA refuses to pay an amount on time.**