



55 W Mission Avenue  
SPOKANE, WA 99201  
[www.spokanehousing.org](http://www.spokanehousing.org)  
Phone 509-328-2953 TTY 711

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## HOUSING CHOICE VOUCHER PROGRAM

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# LANDLORD GUIDE

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# INTRODUCTION

## What is the Housing Choice Voucher (Section 8) Program?

The Section 8 Tenant-Based Assistance Program administered by the Spokane Housing Authority, (SHA) is funded by the United States Department of Housing and Urban Development (HUD), the purpose of the program is to make decent, safe and sanitary housing affordable to very-low, and extremely low income households in the private rental market.

Households that meet eligibility requirements normally pay approximately 30% to 40% of their adjusted monthly income towards their monthly rent and utility costs. The program pays the balance of the rent directly to the owner of the rental property or to their appointed agent.

**FACT OF PRIDE:**

Spokane Housing Authority's Housing Choice Voucher Program is currently the 3<sup>rd</sup> largest Assisted Housing Program in Washington

In order for the Section 8 Program to be successful, it is vital that a good working relationship is developed between Spokane Housing Authority and property owners and managers who contract with the SHA to provide housing for program participants. The goal of this guide is to provide landlords with all the information needed to be successful, in not only renting to a Housing Choice Voucher participant, but as a landlord in general.

## The Responsibilities of Each Party

The family seeking assistance, the owner(s) of the unit and the Spokane Housing Authority are all involved in the process of ensuring that the dwelling unit satisfies the HUD Housing Quality Standards. A summary of the responsibilities of each party is listed below:

### The Responsibilities of the Spokane Housing Authority

- ✓ Ensure that all units in the Section 8 Housing Choice Voucher Program, at a minimum, meet the Housing Quality Standards and City code requirements.
- ✓ Make initial inspection of units in response to the Request for Tenancy Approval. Inform the potential tenant and owner(s) of results, and necessary action.
- ✓ Encourage tenants and owner(s) to maintain units up to Housing Quality Standards or higher.
- ✓ Complete complaint inspections in response to tenant or owner(s) requests. Inform the tenant or owner(s) of necessary corrections and the time period for compliance. Take action against the tenant or owner(s) (as appropriate) if compliance is not obtained within the time period specified.

## The Responsibilities of the Tenant

- ✓ Comply with the terms of the lease.
- ✓ Help to keep the unit safe and sanitary.
- ✓ Cooperate with the owner(s) by informing him/her of any necessary repairs.
- ✓ Cooperate with the Spokane Housing Authority for initial, annual, complaint/special inspections, as well as, any required quality compliance inspections.

## The Responsibilities of the Owner

- ✓ Comply with the terms of the lease.
- ✓ Maintain the unit and keep it at least up to the Housing Quality Standards.
- ✓ Cooperate with the tenant by responding promptly to requests for needed repairs or maintenance.
- ✓ Cooperate with the Spokane Housing Authority on initial, annual, and complaint inspections, including making necessary repairs within the prescribed time frame.

## The HAP Contract is divided into 3 (three) parts:

**Part A** (pages 1 and 2) – identifies the family name (including all household members), the unit address, the contract rent amount, the subsidy amount (at the time the contract begins), which party is responsible for the utilities and appliances, and contains the signatures of both the Spokane Housing Authority and the owner/owner's agent.

**Part B** (pages 3 – 7) – details the responsibilities and what is expected of the owner. This section includes, but is not limited to, defining the term of the contract, reasonable rent, the payment to owner, overpayments to owner and owner breach of contract.

**Part C** (pages 8 – 10) – encompasses the Tenancy Addendum. The Tenancy Addendum is an automatic addendum to EVERY program participant's lease. A copy of this addendum should be attached to every lease and provided to the program participant.

## Term of the HAP Contract

The term of the HAP Contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).

## When Does the HAP Contract Terminate?

It is important for owners to understand that the HAP contract **can/will be terminated** at any time (regardless of whether or not the lease is at or nearing expiration) IF any of the following conditions apply:

1. If the lease is terminated by the owner or the tenant.
2. If the family has failed to comply with program requirements. If the Spokane Housing Authority terminates assistance for the family, the HAP contract AUTOMATICALLY terminates.
3. If the family moves from the contract unit.
4. If the client is responsible for 100% of the contract rent – the HAP contract shall be terminated after

180 calendar days of the last payment to the owner.

5. If available program funding is not sufficient to support continued assistance for families in the program.
6. If the contract unit no longer provides adequate space, in accordance with Housing Quality Standards, for the family. This is usually due to an increase in family size or a change in family composition.
7. If the family breaks up the HAP contract MAY be terminated or the PHA may elect to continue payments on behalf of the remaining family members.
8. If the contract unit does not meet all requirements of the Housing Quality Standards (HQS) or if the PHA determines that the owner has otherwise breached the HAP Contract. (see Chapter 5- Unit Inspections).

**Note:** All prospective, new and current owners should possess and understand the HUD HAP Contract. A copy is found within this Landlord Guide, is available upon request, or can be downloaded at [www.hud.gov](http://www.hud.gov).

## Chapter

# 2

## THE LEASE AGREEMENT

### What Every Owner Needs to Know

**T**he Spokane Housing Authority Section 8 Housing Choice Voucher Program does not prohibit or inhibit the normal owner/tenant responsibilities as prescribed by the Washington state statutes and the Housing Assistance Payment (HAP) Contract. The Spokane Housing Authority acts only as a subsidy agent, paying a portion of the rent on the tenant's behalf directly to the landlord based on the family's income. The Housing Authority does not interfere with normal landlord/tenant interrelationships. However, the Housing Authority can act as an arbitrator to help resolve problems and, upon written request, the tenant's Eligibility Specialist will counsel the family regarding a repeated problem the landlord may be experiencing with a tenant, only after the landlord has personally tried to resolve the matter first himself.

#### **FACT OF PRIDE:**

**Spokane Housing Authority  
has established a  
*Homeownership Program* to  
assist our participants in  
becoming homeowners.**

### Important Facts Regarding the Lease Agreement:

1. The lease must be consistent with State and local law.
2. Must contain the FULL address of the unit to be subsidized.
3. Must contain the names of the owner and the tenant.
4. The amount of the monthly rent to owner
5. The lease must be in a standard form and should generally be the same lease used for other unassisted tenants.
6. The lease must contain a word-for-word account of which party (owner or tenant) is responsible for the utilities.
7. The lease should specifically indicate any additional fees that are not included in the contract rent (cable, phone, washer/dryer etc.).

**Unless The Owner Has Complied With All Provisions Of The Hap Contract, The Owner Does Not Have A Right To Receive Housing Assistance Payments Under The Hap Contract.**

8. The lease must be approved by the Spokane Housing Authority.
9. It must be understood that the Housing Choice Voucher Program *Tenancy Addendum* is an automatic addendum to every tenant lease. If there is any conflict between the Tenancy Addendum and provision of the owner/tenant lease – then the Tenancy Addendum shall control (see Chapter 4 – Tenancy Addendum).

**It is a common misconception** that the Spokane Housing Authority is responsible for the lease enforcement of Housing Choice Voucher participants. The individual landlord/owner is responsible for enforcing the terms/conditions of the lease agreement (no pet policy, failure to pay rent etc.) However, the landlord should always provide the agency with copies of notices sent to the tenant regarding lease violations (10 day Notices to Correct, 3 Day Notices to Pay or Vacate, etc.). In general, a Housing Choice Voucher Participant should be treated no differently than any other unassisted tenant. If our client is committing serious/repeated violations of the lease – then the landlord should enforce the lease in accordance with Washington Landlord-Tenant Law (providing copies of all paperwork to the Spokane Housing Authority).

**Note: All perspective, new and current owners should be reasonably familiar with the Washington Landlord/Tenant Law. Information regarding Washington’s laws regarding landlord/tenant issues can be obtained here: <http://apps.leg.wa.gov/rcw/default.aspx?cite=59.18>.**

## Chapter

# 3

## THE TENANCY ADDENDUM

### *What is it?*

**T**he Housing Choice Voucher Program Tenancy Addendum is a three (3) page HUD addendum which is attached to every tenant lease. It is important for an owner to be aware that **THE TENANT MAY ENFORCE THE TENANCY ADDENDUM AGAINST THE OWNER** – if he/she is failing to comply with or violating its terms. If ever there is a conflict between a provision of the owner/tenant lease and the HUD Tenancy Addendum, then the Tenancy Addendum shall super-cede the lease agreement. The Tenancy Addendum addresses some of the following issues:

1. **Rent To Owner** – The rent to owner may not exceed the amount approved by The Spokane Housing Authority. The rent to owner may not be raised during the initial lease term. In addition, the rent to owner may NEVER exceed the reasonable rent determined by the Spokane Housing Authority or the rent charged by the owner for comparable unassisted units on the premises.
2. **Family Payments to Owner** – The family is responsible for paying their monthly rent portion (as determined by the Spokane Housing Authority). At no time may the family be held responsible for the portion of rent to be covered by the Spokane Housing Authority. The owner MAY NOT charge or accept, from the family or other party, any payment for rent of the unit in addition to the rent to owner.
3. **Maintenance, Utilities and Other Services** – The owner must maintain the unit and premises in accordance with the Housing Quality Standards (HQS) – See Chapter 4– Unit Inspections. The owner is NOT responsible for a breach of the HQS caused by the tenant’s failure to maintain utilities that are to be paid by the tenant or appliances that are to be maintained by the tenant.
4. **Termination of Tenancy by Owner** – The owner may only terminate tenancy in accordance with the lease and HUD requirements. Such reasons for termination include but are not limited to: Serious or repeated lease violation, violent criminal activity, drug-related criminal activity, disturbance of

neighbors and destruction of property.

5. **Eviction** – The owner may only evict the tenant by court action.
6. **Lease as Related to the HAP Contract** – If the HAP Contract terminates for any reason, the lease terminates automatically.
7. **PHA Termination of Assistance** – The PHA may terminate program assistance for the family, due to program non-compliance, AT ANY TIME. If the PHA terminates program assistance then the lease is terminated automatically.
8. **FAMILY MOVE OUT** – The tenant must notify the PHA and the owner before the family moves out of the unit.
9. **PROHIBITION OF DISCRIMINATION** – The owner must not discriminate against any person because of race, color, religion, sex, nation origin, familial status or disability.
10. **CHANGES IN LEASE OR RENT** – The owner must notify the Spokane Housing Authority of any change in the amount of the rent to owner at least sixty (60) days before any such changes go into effect, and the amount of rent to owner following any such agreed change MAY NOT exceed the reasonable rent for the unit as determined by the Spokane Housing Authority.

The HUD Tenancy Addendum should be reviewed in full by any perspective, new or current Section 8 landlord. All provisions of the Tenancy Addendum have NOT been covered above, only those sections that gives the most general explanation/overview of the Housing Choice Voucher Program.

Note: All perspective, new and current owners should possess and understand the HUD Tenancy Addendum. A copy is found within the New Landlord Packet, is available upon request, or can be downloaded at [www.hud.gov](http://www.hud.gov).

## Chapter

# 4

## UNIT INSPECTIONS

### Purpose and Types

**T**here are 4 (four) types of inspections conducted concerning subsidized units of the Housing Choice Voucher Program. They are the Initial Inspection, Annual Inspection, Special Inspection and the Quality Control Inspection. The purpose of each of these inspections is the same – to ensure that the agency is ONLY subsidizing units that meet the Housing Quality Standards set by HUD. Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease.

HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

#### **FACT OF PRIDE:**

#### **Our Motto:**

**“Home is where the start is”**

Currently the Spokane Housing Authority utilizes *Quality Inspections Plus* to assist in the inspection of current and potential Section 8 Units. The owner and the tenant are always reasonably notified of the date and time an inspect inspection is scheduled to take place.

### Guidelines/Types of Inspections

The SHA has adopted local requirements of acceptability in addition to those mandated by the HUD Regulations. All units must meet the minimum standards set forth by the City of Spokane and the County Building/Housing Codes of the surrounding areas. In cases of inconsistency between the Code and these HQS, the stricter of the two shall prevail.

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards. The SHA will not promote any additional acceptability criteria which are likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

All utilities must be in service prior to the effective date of the HAP contract. If the utilities are not in

service at the time of inspection, the Inspector will notify the tenant or owner (whomever is responsible for the utilities according to the RFTA to have the utilities turned on). The owner and/or tenant will then certify that the utilities are on and provide receipt.

If the tenant is responsible for supplying the stove and/or the refrigerator, the SHA will allow the stove and refrigerator to be placed in the unit after the unit has passed all other HQS. The family must then certify that the appliances are in the unit and working. The SHA will not conduct a re-inspection.

There are four types of inspections the SHA will perform:

1. **Initial/Move-in:** Conducted upon receipt of Request for Approval of Tenancy.
2. **Bi-Annual:** Must be conducted within twenty four months of the last bi-annual inspection.
3. **Special/Complaint:** At request of owner, family or an agency or third-party.
4. **Quality Control**

## The Initial HQS Inspection

The Initial Inspection will be conducted to:

- Determine if the unit and property meet the HQS defined in this Plan.
- Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.
- Document the information to be used for determination of rent-reasonableness.
- If the unit fails the initial Housing Quality Standards inspection, the owner will be advised to notify the SHA once the repairs are completed, and the SHA inspection team will then schedule the re-inspection.

## The Bi-Annual HQS Inspection

The SHA conducts an inspection in accordance with Housing Quality Standards on a bi-annual basis. Special inspections may be scheduled between anniversary dates. HQS deficiencies which cause a unit to fail must be corrected by the landlord unless it is a fail for which the tenant is responsible.

The family must allow the SHA to inspect the unit at reasonable times with reasonable notice. Inspections will be conducted on business days only. Reasonable hours to conduct an inspection are between 8:00 a.m. and 5:00 p.m., unless otherwise arranged.

## Time Standards for Repairs

Emergency items which endanger the family's health or safety must be corrected by the owner within 24 hours of notification. For non-emergency items, repairs must be made within 30 days. For major repairs, the Director of Assisted Housing or his/her designee may approve an extension beyond 30 days.

## The Special/Complaint HQS Inspection

If at any time the family or owner notifies the SHA that the unit does not meet Housing Quality Standards, the SHA will conduct an inspection. The SHA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The SHA will inspect only the items which were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs. The responsible party will be required to complete all the repairs within 15 days of failing inspection.

If the annual inspection date is within sixty (60) days of a special inspection, and as long as all items are inspected that are included in an annual inspection, the special inspection will be categorized as annual and all annual procedures will be followed.

## The Quality Control Inspection

Quality Control inspections will be performed by the Quality Assurance Administrator. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

## Basic Inspection Criteria

When a SHA inspector assesses a potential or current unit, he/she will be attempting to verify that unit adheres with local codes and program regulations. Below are some local codes which the inspector will be focusing on, however, it should be understood that a unit could fail inspection for an issue/factor OUTSIDE THE SCOPE of this list – if the particular issue/factor is considered a safety hazard or a sanitation concern.

**Walls:** In areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired or replaced.

(In situations where children under 6 are present and/or the residence was constructed prior to 1978)- Any exterior or interior surfaces with peeling or chipping paint must be scraped and painted with two coats of unleaded paint or other suitable material.

**Windows:** All window sashes must be in good condition, solid and intact, and fit properly in the window frame. Damaged or deteriorated sashes must be replaced.

Windows must be weather stripped as needed to ensure a watertight seal. Window screens must be in good condition. (Applies only if screens are present) Any room for sleeping must have a window.

**Doors:** All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold. All interior doors must have no holes, have all trim intact, and be able to be opened without the use of a key.

**Floors:** All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be re-secured and made level. If they cannot be leveled, they must be replaced.

All floors must be in a finished state (no plywood).

All floors should have some type of base shoe, trim, or sealing for a "finished look." Vinyl base shoe may be used for kitchens and bathrooms.

**Sinks:** All sinks and commode water lines must have shut off valves, unless faucets are wall mounted. All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly. All sinks must have functioning stoppers.

**Security:** If window security bars or security screens are present on emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

**Bedrooms:** Bedrooms in basements or attics are not allowed unless they meet local code requirements and must have adequate ventilation and emergency exit capability.

Bedrooms should be of adequate size. The general policy of SHA is that bedrooms should be roughly 8' x 10'; However, SHA may make exceptions on a case by case basis where the final determination would be based on the discretion of the inspector and/or tenant preference.

**Modifications:** Modifications or adaptations to a unit due to a disability must meet all applicable HQS and building codes.

Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and landlord. PHA will allow execution of the HAP contract if unit meets all requirements and the modifications do not affect the livability of the unit.

## Emergency Repair Items

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the Inspector:

- **Lack of security for the unit**
- **Waterlogged ceiling in imminent danger of falling Major plumbing leaks or flooding**
- **Natural gas leak or fumes**
- **Electrical problem which could result in shock or fire**
- **No heat when outside temperature is below 50 degrees Fahrenheit and temperature inside unit is below 60 degrees Fahrenheit.**
- **Utilities not in service No running hot water**
- **Broken glass where someone could be injured Obstacle which prevents tenant's**

### **entrance or exit**

- **Lack of functioning toilet**

SHA may give a short extension (not more than 24 additional hours) whenever the responsible party cannot be notified or it is impossible to effect the repair within the 24-hour period.

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by the SHA, and the family.

If the emergency repair item(s) are not corrected in the time period required by the SHA, and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by the SHA, and it is an HQS breach which is a family obligation, the SHA will terminate the assistance to the family.

### **Smoke and Carbon Monoxide Detectors**

Inoperable smoke and/or carbon monoxide detectors are a serious health threat and will be treated by the SHA as an emergency (24 hour) fail item.

Each unit must have at least one battery-operated or hardwired smoke detector and carbon dioxide detector on each level of the dwelling unit (including basements) that is in proper operating condition and is installed in accordance with the manufacturer's instructions and meets the requirements of the National Fire Protection Association Standard (NFPA) 74 or its successors.

Owners are responsible for providing batteries for all battery powered detectors at the time of the initial inspection. However, after the initial inspection, the tenant assumes the responsibility of replacing old batteries.

If the unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system designed for hearing-impaired persons as specified by NFPA 74 or its successors (Detectors for the hearing-impaired are to be requested by the family).

If the smoke detector is not operating properly the SHA will contact the owner by phone and request the owner to repair the smoke detector within 24 hours. The SHA will re-inspect the unit as soon as the inspection can be scheduled.

If the SHA determines that the family has purposely disconnected the smoke detector (by removing batteries or other means), the family will be required to repair the smoke detector within 24 hours and the SHA will re-inspect the unit the following day.

The SHA will issue a written warning to any family determined to have purposely disconnected the unit's smoke detector. Warning will state that deliberate disconnection of the unit's smoke detector is a health and fire hazard and is considered a violation of the HQS.

## Consequences If the Owner is Responsible (Non-Emergency Items)

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the SHA, the assistance payment to the owner will be **abated**.

### Abatement

Abatement is a cessation in payment. When a unit is abated, the Spokane Housing Authority will stop making payments on behalf to the owner for the assisted unit. **If a unit is under abatement, the owner MAY NOT require that the tenant pay the Spokane Housing Authority's portion of rent.**

A Notice of Abatement will be sent to the owner, and the abatement will be effective from the first day of the month following the date of the second failed inspection. A notice may be sent requiring the family to transfer, depending on the nature of the repair(s) needed. The notice of abatement states that the tenant is not responsible for the SHA's portion of rent that is abated. **No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS.**

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

The SHA will advise owners of their responsibility to notify the tenant of when the re-inspection will take place. The family will be notified of the re-inspection date and may inform the owner.

### Extensions

An owner has the right to request an extension, in writing, to the attention of Alex Liberman, Director of Housing Assistance Programs, within 25 days of the date the inspection takes place.

### Determination of Responsibility

Certain HQS deficiencies are considered the responsibility of the family:

- **Tenant-paid utilities not in service**
- **Failure to provide or maintain family-supplied appliances**
- **Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear" is defined as items which could be charged against the tenant's security deposit under state law or court practice.**

The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation even if caused by the family's living habits. However, in the case of a single family dwelling, the landlord may be able to seek reimbursement from the family for costs associated with the treatment of the infestation. In addition, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The SHA may terminate the family's assistance on that basis. In the case where the infestation occurs in a multi-family dwelling unit, the owner would need to provide sufficient evidence that the infestation originated in the tenant's unit in order for the owner to have recourse against said tenant.

The inspector will make a determination of owner or family responsibility during the inspection.

A repair inspection will take place after SHA has been notified that the unit is clear of the infestation. In addition to notifying SHA that the unit is clear of the infestation, the owner must also provide documentation from a licensed exterminator verifying that the infestation is no longer present.

### **Consequences if the Family is Responsible**

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the SHA will require the family make any repair(s) or corrections within thirty (30) days. If the repair(s) or correction(s) are not made in this time period, the SHA will terminate assistance to the family, after providing an opportunity for an informal hearing. Extensions in these cases must be approved by the Director of Housing Assistance Programs or his/her designee. **The owner's rent will not be abated for items which are the family's responsibility.** If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

## Rent Reasonableness

### What Is It and How Is It Determined?

**T**he SHA will determine and document, on a case-by-case basis, that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market. This applies to all programs. The SHA will not approve a lease until the SHA determines that the initial rent to owner is a reasonable rent. The SHA must re-determine the reasonable rent before any increase in the rent to owner. The SHA must re-determine rent reasonableness if directed by HUD and based on a need identified by the SHA's auditing system. The SHA may elect to re-determine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by the SHA.

**FACT OF PRIDE:**

**Our Mission:**

**To Provide, develop, and promote quality, affordable housing options in the communities we serve.**

The owner will be advised that by accepting each monthly housing assistance payment s/he will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

If requested, the owner must give the SHA information on rents charged by the owner for other units in the premises or elsewhere.

The data for other unassisted units will be gathered from newspapers, realtors, professional associations, market surveys, and other available sources.

The market areas for rent reasonableness are zip codes within the SHA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

### **The following items will be used for rent reasonableness documentation:**

In addition to the unit passing the required inspection, it must also pass a rent reasonableness test. The Spokane Housing Authority must certify that the contract rent for each unit for which a lease has been approved is:

- Reasonable in relation to rents currently being charged for comparable units in the private, unassisted market.

- Not in excess of rents currently being charged by the owner for comparable unassisted units. The items that are surveyed to make the determination that the unit is reasonably priced generally include items 1-3 listed below, but in some instances may include the additional factors listed below in numbers 4-9. :
  1. **Location of unit** within the community, including whether the unit is located in a transitional neighborhood where the rentals may be higher or lower than usual, and the availability and accessibility of public transportation to schools, stores, and medical facilities.
  2. **Unit size**, including number of bedrooms, bathrooms, and square feet of living space.
  3. **Unit type**, such as garden apartment, elevator building, townhouse, single-family house.
  4. **Quality**- the extent to which the unit meets or exceeds the Housing Quality Standard.
  5. **Amenities**, including air conditioning, carpeting, dishwasher, washer/dryer connections, garbage disposal, location of the unit within the building, etc.
  6. **Housing Services**, programs offered, facilities, including availability of playgrounds, storage, parking, etc.
  7. **Management and Maintenance Service**, provide, such as frequency of unit and grounds upkeep, availability of on-site resident manager and services, etc.
  8. **Date** unit was built or substantial rehabilitation.
  9. **Utilities** that are included in the rent.

## PAYMENT STANDARDS

### What Are They?

**S**ection 8 Housing Choice Voucher Payment Standards are implemented by the Spokane Housing Authority and established based on current fair market rents. The payment standard represents the maximum amount of subsidy that the Spokane Housing Authority will allow for a family based upon the bedroom size allotted on the Housing Choice Voucher. Rents for the Housing Choice Voucher Program are negotiated by the family and the landlord, with the assistance of SHA, if requested. The Payment Standard is used to calculate the housing assistance payment for a family and the amounts vary by county jurisdiction. The payment standards for Spokane County, which is the largest jurisdiction served by SHA, are shown below. All voucher payment standards are reviewed on an annual basis and updated the 1<sup>st</sup> day of January each year. The most recent information regarding payment standards for all counties within SHA jurisdiction can be found on SHA’s website at [www.spokanehousing.org](http://www.spokanehousing.org). Please note, that for the payment standard amounts shown below, an amount for utilities must be deducted to determine what contract rent that the tenant can qualify for.

**FACT OF PRIDE:**

SHA’s total monthly payment to landlords and property owners is in excess of \$1.9 million dollars.

Note: The Payment Standard represents the maximum subsidy that the Spokane Housing Authority will allow (based on bedroom size). **THIS DOES NOT MEAN THAT RENT WILL BE APPROVED AT THE MAXIMUM AMOUNT.** The Spokane Housing Authority will approve a proposed rent - after considering the client’s income, the payment standard, the rent reasonableness data for the unit, as well as, which party (owner or tenant) is responsible for which utilities.

### PAYMENT STANDARDS FOR SPOKANE COUNTY EFFECTIVE 1/1/2019

<b>0 Bedroom</b>	<b>\$515.00</b>
<b>1 Bedroom</b>	<b>\$685.00</b>
<b>2 Bedroom</b>	<b>\$840.00</b>
<b>3 Bedroom</b>	<b>\$1140.00</b>
<b>4 Bedroom</b>	<b>\$1340.00</b>
<b>5 Bedroom</b>	<b>\$1540.00</b>

# Chapter 7

## Utilities

### What Every Owner Needs To Know

**T**he Spokane Housing Authority factors in which party is responsible for the payment of Electricity, Natural Gas, Water, Sewer and/or Trash Service when considering a Request for Tenancy Approval. The agency establishes Utility Allowances based on the type of unit, the number of bedrooms in the unit and the unit's location (Spokane County, Lincoln County, Whitman County, etc.). The Utility Allowances provide an estimate of the average monthly cost for utilities that the family can expect to pay.

The Utility Allowance is NOT meant to determine the EXACT cost of the family's monthly utilities but only serves as an estimation of the cost per month. The Utility Allowance is considered when examining the Request for Tenancy Approval because the agency must ensure that the tenant can afford BOTH their rent portion as well as the utilities for the unit. In addition, considering the Utility Allowance also helps to determine the reasonable rent for the unit (i.e. if the landlord is paying ALL utilities then a proposed higher rent is more reasonable).

#### **FACT OF PRIDE:**

**Our Vision: SHA will bring communities together to facilitate quality affordable housing options by leveraging funds, promoting partnerships and enhancing collaborations.**

**Before a Request for Tenancy Approval can be considered the owner should advise the agency of the following:**

- Which party (owner/tenant) will be responsible for payment of the utilities.
- Which entity provides the utility services: (Avista, Modern Electric, etc.)

The landlord is responsible for the utilities during the lease term as specified by the HAP Contract and the lease agreement (both MUST match). Neither the landlord nor the tenant may make changes regarding who is responsible for the utilities (during the term of the HAP Contract) without FIRST notifying and receiving approval from the Spokane Housing Authority.

**If a tenant has failed** to maintain utility service as outlined in the lease agreement and HAP Contract

the owner should immediately notify the Spokane Housing Authority immediately, as this is considered a violation of the tenant's obligations as a Housing Choice Voucher Participant.

**If the owner has failed** to maintain utility service as outlined in the lease agreement and HAP Contract the client should notify the Spokane Housing Authority immediately, as this is considered an owner breach of the HAP Contract.

Note: The utility allowance schedule shown below is a sample of the current allowances for Spokane County; please note the utility amounts vary among the jurisdictions covered by SHA, and the utility allowances for all areas are updated on an annual basis. The most recent information regarding utility allowances can be found on SHA's website at [www.spokanehousing.org](http://www.spokanehousing.org)

## Chapter

# 8

## The Request for Tenancy Approval

### Completion and Processing

**A**fter families have been issued a voucher, they may search for a unit anywhere within Spokane County and the surrounding areas under the jurisdiction of SHA. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payment Contract with the Spokane Housing Authority. The family must submit the Request for Tenancy Approval (RFTA) in the form and manner required by the Spokane Housing Authority. If the RFTA is not fully completed and signed by both the tenant and the owner, the RFTA will be rejected by the agency.

The Spokane Housing Authority will NOT permit the family to submit more than 1 (one) RFTA at a time. **The RFTA will be approved if:**

1. The unit is an eligible type of housing.
2. The owner is in good standing with the Spokane Housing Authority.
3. The owner does **NOT** have any conflicts of interest (The owner MAY NOT be the parent, child, grandparent, grandchild, sister, brother, husband, wife or ANY other member of the tenant's family – UNLESS the Spokane Housing Authority has been notified of and approved such a relationship as a reasonable accommodation for a family member with a disability).
4. The unit meets HUD's Housing Quality Standards (after inspection).
5. The rent is determined to be reasonable.
6. The proposed lease complies with HUD and Spokane Housing Authority requirements (see Chapter 2 – The Lease Agreement).

#### FACT OF PRIDE:

The Spokane Housing Authority has added a Landlord Liaison to its current staff in an effort to foster and facilitate relationships between landlords, tenants, and SHA.

#### Disapproval of a Request for Tenancy Approval

If the Spokane Housing Authority determines that the RFTA cannot be approved for any reason, the landlord and the tenant will be notified.

The Spokane Housing Authority will instruct the owner and family of the steps necessary to approve the RFTA (if available).

If approval is contingent upon the owner lowering the rent of the unit – then the Spokane Housing Authority may assist the tenant in

negotiating the rent of the unit. **If the landlord agrees to the Spokane Housing Authority's request to lower the proposed rent of the unit, so that the tenant may qualify, the owner may NOT request or require the tenant to pay the difference in a separate written or verbal agreement.**

## Chapter

# 9

## Owner Disapproval and Restriction

### Causes and Consequences

**T**he HUD regulations define when the Spokane Housing Authority must disallow an owner to participate in the program. The regulations also provide the Spokane Housing Authority with discretion to disapprove or otherwise restrict the participation of owners in certain categories.

#### **FACT OF PRIDE:**

The Spokane Housing Authority was acknowledged, by HUD, as a "High Performing" Housing Authority for both 2016 and 2017.

In addition, an owner does not have a right to receive housing assistance payments if he/she has not complied with or breached the terms of the HAP Contact in ANY way. **The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.**

### SHA will disapprove an owner for the following reasons:

- HUD has informed the SHA that the owner has been disbarred, suspended, or subject to a limited denial of participation.
- HUD has informed the SHA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
- HUD has informed the SHA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.
- The owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. The SHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability. (In cases where the owner and tenant bear the same last name, the SHA may, at its discretion, require the family and/or owner to certify whether they are related to each other in any way).
- The owner has violated obligations under a Housing Assistance Payments contract.

- **The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.**
- **The owner has engaged in drug-related criminal activity or any violent criminal activity.**
- **The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.**
- **The owner has a history or practice of renting units that fail to meet State or local housing codes.**
- **The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:**
  - **Threatens the right to peaceful enjoyment of the premises by other residents;**
  - **Threatens the health or safety of other residents, employees of the SHA, or owner employees or other persons engaged in management of the housing.**
  - **Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or**
  - **Is drug-related criminal activity or violent criminal activity;**
  - **The owner has not paid State or local real estate taxes, fines or assessments.**
  - **The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.**

## **Owner Restrictions and Penalties**

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, the SHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The SHA may also terminate some or all contracts with the owner. Before imposing any penalty against an owner the SHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

## **Change in Ownership**

A change in ownership does not require execution of a new contract and lease.

The SHA may approve the assignment of the HAP contract at the old owner's request. The SHA may approve the assignment, since they are a party to the contract. The SHA may also deny approval of the assignment of the contract.

It is the previous owner's responsibility to notify SHA prior to the sale and transfer of the property to the new owner in order for SHA to correctly identify and hold outgoing payments to the previous owner, and to allow time for the new owner to be set up to receive payments.

If the previous owner fails to notify SHA prior to the effective date of the transfer of the property, then it will be the previous owner's responsibility to arrange for any HAP payments received following the effective date of the sale to be forwarded to the new owner.

**In order to complete a change of ownership, SHA requires the following documentation:**

- \*W-9 for the new owner
- \*Electronic Funds Transfer (EFT) form containing the new owner information and, if applicable, designating the management company to receive payment. (A voided check will also be required to complete the set up for direct deposits)
- Proof of ownership
- Management Agreement (if applicable)
- \*Owner/Landlord Certification

\*W-9, EFT, and Owner/Landlord Certification forms will be provided to the new owner by SHA

# Chapter 10

## Securing/Selecting a Tenant

### How Do I Rent to a Housing Choice Voucher Participant?

**T**he landlord is responsible for screening perspective tenants. Owners are encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy. The Spokane Housing Authority will provide documentation regarding a tenant’s history with past landlords, if present and if requested by a perspective landlord. Any request for information should be provided in writing to the client’s Eligibility Specialist.

**FACT OF PRIDE:**  
**We collaborate to create and sustain quality affordable housing options that support people to have better, healthier, and more satisfying lives.**

A Housing Choice Voucher 8 participant who has been approved to transfer to a new unit will be issued a Housing Choice Voucher. A prospective landlord may request to review the voucher to verify that an individual is an active participant. A sample copy of the Housing Choice Voucher can be found on page 34. An owner may verify the number of bedrooms for which the client qualifies and the expiration date of the voucher.

### Limit of Spokane Housing Authority Responsibility

The Spokane Housing Authority reviews the eligibility of each participant, at least annually, to verify the current household income and family composition. However, the landlord should certify the suitability of the prospective tenant using his/her own methods. The Spokane Housing Authority is not responsible for the action/non-actions of any tenant. If a tenant fails to comply with the terms of the lease and/or damages a unit above/beyond normal wear and tear – the landlord should enforce the lease per Washington law and inform the agency of all program/lease violations.

### Available Unit Listing

The Spokane Housing Authority no longer maintains a “Unit Listing”. However, there are a number of options available to landlords wishing to advertise available units, including, but not limited to,

Apartments.com, ForRent.com, Zillow.com, Homes.com, and Craig's List.

SHA hopes to create a more direct path for landlords to post available listings and where voucher holders can go to find available units in the near future. Once a platform is created for this purpose, SHA will conduct further outreach to inform interested parties that it is available.

## Advertisement

In addition to placing property information on the websites listed above, or any other listing of the landlord's choosing, the prospective landlord should advertise as he/she would to obtain any unassisted tenant. Advertising in a local newspaper such as the *Spokesman-Review* or the *Inlander*, and/or placing "For Rent" or "Available" signs at the property have proven to be successful techniques.

**Note:** Word-of-Mouth is also a great way to solicit prospective tenants. Once an owner has secured the reputation of being a "Great Landlord", individuals will seek him/her out for an opportunity to rent.

**Voucher**  
Housing Choice Voucher Program

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB No. 2577-0169  
(exp. 07/31/2007)

Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

Please read entire document before completing form  
Fill in all blanks below. Type or print clearly.

**SAMPLE**

1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)		Voucher Number
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.		1. Unit Size
3. Date Voucher Expires (mm/dd/yyyy) Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)		2. Issue Date (mm/dd/yyyy)
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)		3. Expiration Date (mm/dd/yyyy)
5. Name of Family Representative	6. Signature of Family Representative	4. Date Extension Expires (mm/dd/yyyy)
7. Name of Public Housing Agency (PHA)		
8. Name and Title of PHA Official	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)

- 1. Housing Choice Voucher Program**
- A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. When the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.
- B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.
- 2. Voucher**
- A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.
- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract is signed by the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.
- 3. PHA Approval or Disapproval of Unit or Lease**
- A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (on the form supplied by the PHA), signed by the owner and the family, and a copy of the lease, including the HUD-prescribed tenancy addendum. **Note: Both documents must be given to the PHA no later than the expiration date stated in item 3 or 4 on top of page one of this voucher.**
- B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.
- C. The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control.

Previous editions are obsolete

Page 1 of 2

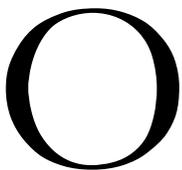
form HUD-52646 (7/2000)  
ref. Handbook 7420.6

## Chapter

# 11

## PAYMENT TO OWNER

### Initial Payment and Beyond



nce the HAP Contract is executed, the SHA begins processing payment to the landlord.

Remember, before an Initial HAP Contract can be executed:

1. A completed RFTA must be submitted to SHA.
2. The proposed owner must be approved by SHA.
3. The RFTA must be approved by SHA.
4. The proposed unit must pass an Initial HQS Inspection.
5. The contract rent must be determined reasonable (determined during the inspection process).
6. The SHA must verify that utilities are on and appliances are operable (if this information is unavailable at the time of inspection).
7. Contracts, leases and addendums must be executed by all parties (owner, tenant and SHA) prior to, but no later than the effective date of said documents.

Landlords should anticipate a delay in receiving the first Housing Assistance Payment from the Spokane Housing Authority. Depending on the effective date of the Housing Assistance Payment (HAP) Contract, payment may be delayed due to our monthly cycle, and/or the collection of necessary documentation. When this occurs, the owner will receive a lump-sum payment, retro-active to the effective contract date.

## Proration

If the HAP Contract does not start on the 1<sup>st</sup> of the month, that month's payment will be prorated by the number of days in that month that the unit is under contract.

## Payments to Owner During the Term of the HAP Contract

During the term of the HAP Contract, the Spokane Housing Authority will make monthly Housing Assistance Payments to the owner, on behalf of the family, at the beginning of each month. Housing Assistance Payments will only be paid to the owner while the family is residing in the assisted unit during the term of the HAP Contract. The SHA will not pay a Housing Assistance Payment to the owner for any month after the month when the family moves out. Unless the owner has complied with all provisions of the HAP Contract, the owner does not have the right to receive housing assistance payments under the HAP Contract.

### **No payments will be made to the owner, neither at the initial entering of the contract, nor at the renewal of the contract:**

- If the unit has not passed a HQS Inspection
- If a valid signed contract is NOT on file
- If an approved lease is NOT on file
- If the owner has NOT complied with the terms of the HAP Contract
- If the tenant has NOT complied with their Obligations as a Housing Choice Voucher Participant.

## Late Payments to Owner

The Spokane Housing Authority is NOT obligated to pay any late payment penalty if the delay is due to circumstances beyond SHA's control or due to any breach of the HAP Contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

## Payment Processing

Typically, the Spokane Housing Authority processes payments two times per month:

- Between the 1<sup>st</sup> and the 5<sup>th</sup> of the month
- On or near the 15<sup>th</sup> of the month

The Spokane Housing Authority has a preferred direct deposit policy. Statements are available via SHA's Landlord Portal located on SHA's website at [www.spokanehousing.org](http://www.spokanehousing.org). Please contact SHA's Landlord Liaison for any assistance in accessing payment statements (contact information can be found at the end of the Guide book).

## **Excess Payments to Owner**

The total rent paid by the tenant plus the SHA housing payment to the owner, may not be more than the total contract rent (approved by the SHA). The owner must immediately return any excess payment to the Spokane Housing Authority.

**Note:** It is a violation of the HAP Contract for the owner to require a tenant to pay the Spokane Housing Authority's portion of rent -or late fees due to a delay in the receipt in the Spokane Housing Authority's rent portion.

## FREQUENTLY ASKED QUESTIONS (FAQs)

### **WHAT IS THE SECTION 8 PROGRAM?**

The Section 8 Program is a federal rent subsidy program that assists low-income households with monthly rental payments.

### **HOW DOES SECTION 8 WORK?**

The Spokane Housing Authority administers funds received from the U.S Department of Housing and Urban Development (HUD) and distributes them, in the form of Section Housing Choice Vouchers, to eligible families and individuals. A voucher allows program participants to rent housing that meet their needs at a price they can afford.

### **HOW DOES A SECTION 8 VOUCHER WORK?**

All eligible families are required to pay at least 30% (but no more than 40% initially) of their monthly-adjusted income toward rent and utilities, directly to the landlord. The Spokane Housing Authority pays the landlord the difference between the Contract Rent and the tenant's portion. A tenant must find housing within 60 days or risk losing the voucher.

### **HOW IS AN ELIGIBLE SECTION 8 PROGRAM PARTICIPANT SELECTED?**

The Spokane Housing Authority reviews the eligibility of the participant(s) based on household income and family composition. The landlord is responsible for screening occupants of the rental unit. This screening process must be in accordance with federal, state and local equal opportunity laws.

### **MY HOUSE IS BRAND NEW (JUST CONSTRUCTED) – DOES IT STILL NEED TO BE INSPECTED?**

Yes, once the Request for Tenancy Approval has been processed and approved – the unit must be inspected. All units subsidized by the Section 8 Housing Choice Voucher Program must be inspected to verify that all aspects of the unit meet the minimum Housing Quality Standards, regardless of whether or not the unit is a new construction.

### **WHAT HAPPENS IF MY TENANT MOVES IN BEFORE THE UNIT PASSES INSPECTION?**

The Housing Assistance Payment Contract cannot be executed until the contract unit passes inspection. Therefore, no payments will be made until the unit has passed inspection and all required paperwork had been received and approved by the Spokane Housing Authority. If you elected to allow the tenant to move-in prior to this passed inspection, you will have to negotiate and collect rent independent of the Spokane Housing Authority.

### **WHAT DOCUMENTS SHOULD I REVIEW/COLLECT PRIOR TO COMPLETING THE REQUEST FOR TENANCY APPROVAL?**

All clients eligible to transfer to a new unit should have a current Housing Choice Voucher in their possession. You should verify that the Voucher has NOT yet expired and that the bedroom size on the voucher corresponds to the bedroom size that the client states they are eligible for. In addition, you should have the potential tenant complete any rental application, and reference information that you require. Once you have determined that the client is suitable for your unit, then complete and submit the Request for Tenancy Approval.

### **HOW LONG DOES WILL IT TAKE FOR THE SPOKANE HOUSING AUTHORITY TO APPROVE/DISAPPROVE THE REQUEST FOR TENANCY APPROVAL?**

Typically, the Spokane Housing Authority will notify the owner and the tenant of the status of the RFTA within ten (10) days.

**HOW LONG WILL IT TAKE FOR THE UNIT TO BE INSPECTED AFTER THE RFTA IS APPROVED?**

Typically, the Spokane Housing Authority will inspect the proposed unit and notify the owner/tenant of the outcome within fifteen (15) days.

**HOW DO I KNOW HOW MUCH RENT TO CHARGE MY TENANT - IF I HAVE NOT YET RECEIVED OFFICIAL NOTIFICATION FROM THE SPOKANE HOUSING AUTHORITY OF THE CLIENT'S RENT PORTION?**

As part of the RFTA approval process, the SHA inspector provides the tenant with the amount of their rental portion and instructs the tenant to begin paying that amount (or a pro-rated portion for the first month, if applicable) upon occupancy of the unit. If there is any discrepancy, the tenant's Eligibility Specialist or SHA Inspection team can be contacted for clarification.

**WHAT HAPPENS IF THE SPOKANE HOUSING AUTHORITY TERMINATES THE CLIENT'S ASSISTANCE IN THE MIDDLE OF THE LEASE AGREEMENT?**

When the Spokane Housing Authority terminates the housing assistance payment due to the client's non-compliance with program regulations, then the lease agreement is terminated - regardless of whether or not the lease has naturally expired. The SHA may NOT continue payments on behalf of a client who has not complied with the rules of the program.

**WHAT HAPPENS IF MY TENANT RECEIVES A TERMINATION LETTER?**

If your tenant is issued a "Termination of HAP" letter – then the owner will also receive a letter to notify them that the agency intends to terminate the client's assistance and the date that the termination is to be effective. Once a client receives a termination letter, they still have the right to request an Informal Hearing to dispute the agency's intention. The agency will continue to make housing assistance payments until the results of the Informal Hearing have been finalized.

**WHAT IF MY TENANT VIOLATES THE LEASE AGREEMENT?**

The individual landlord/owner is responsible for enforcing the terms/conditions of the lease agreement. However, the landlord should always provide the agency with copies of notices sent to the tenant regarding lease violations (10 Day Notices to Correct, 3 Day Notices to Pay or Vacate, Warnings etc). In general, a Housing Choice Voucher Participant should be treated no differently than any other unassisted tenant. If our client is committing serious/repeated violations of the lease – then the landlord should enforce the lease in accordance with Washington law (providing copies of all paperwork to the Spokane Housing Authority). The Spokane Housing Authority can act as arbitrator to help resolve problems and, upon written request, the SHA Landlord Liaison will counsel the family regarding a repeated problem the landlord may be experiencing with a tenant, only after the landlord has personally tried to resolve the matter first himself.

**WHAT IF I WANT TO BREAK THE TENANT'S LEASE BEFORE IT EXPIRES?**

The Spokane Housing Authority does allow tenants and landlords to "mutually rescind" a lease that is in its initial term (first year). However, if the landlord wants to break the lease because the tenant is violating the lease – then he/she should proceed with lease enforcement (up to and including eviction) in accordance with Washington Law. The Spokane Housing discourages landlords from "mutually rescinding" leases to avoid lease enforcement. This practice prevents the agency from being aware the client seems to be having compliance issues and transfers a client to a new unit (without addressing the problems/issues at the previous unit). If the landlord is selling the property, the HAP Contract may be transferred to the new owner (upon Spokane Housing Authority approval).

### **WHEN CAN I REQUEST A RENT INCREASE?—HOW MUCH CAN I ASK FOR?**

The owner is required to notify the Spokane Housing Authority, in writing, at least sixty (60) days before any change in the amount of rent to owner is scheduled to go into effect. Any requested change in the rent to owner will be subject to rent reasonable requirements. The amount of a rent increase that can be approved is contingent upon the rent reasonableness results. If SHA is unable to find comparable units for which to conduct a rent reasonable assessment, the owner may be requested to provide sufficient information to show that there are comparable properties in the surrounding area that are charging an equal or greater amount of contract rent. Please note, an owner may only receive a rent increase once within any 12 month period. The increase amount requested must be in a format which clearly identifies a single request amount. Requests received listing several options for a single tenant, or for which SHA is unable to identify the request, will be denied, and the owner will be asked to resubmit the request in the proper format.

**Note:** The Spokane Housing Authority considers the owners who participate in the Housing Choice Voucher as our “business partners”. As such, feedback from our owners is always appreciated and useful in examining and enhancing our business practices.

## CONTACT INFORMATION

### **Landlord Liaison:**

Daniel Klemme, Landlord Liaison.....509-252-7130  
[dklemme@spokanehousing.org](mailto:dklemme@spokanehousing.org)

### **General Questions or Concerns/Additional Screening Requests:**

[LLinfo@spokanehousing.org](mailto:LLinfo@spokanehousing.org)

### **Spokane Housing Authority Inspection Department**

[inspectionteam@spokanehousing.org](mailto:inspectionteam@spokanehousing.org)

Vic Smelcer, HQS Coordinator.....509-252-7106

### **Spokane Housing Authority HAP Contract Processing**

[tealteam@spokanehousing.org](mailto:tealteam@spokanehousing.org)

Jessica Christianson, Teal Team Lead.....509-252-7133

### **Spokane Housing Authority Housing Assistance Programs (HAP) Team**

Alex Liberman, HAP Director.....509-252-7151

[aliberman@spokanehousing.org](mailto:aliberman@spokanehousing.org)

Carrie-Ann Frederickson, HAP Manager.....509-252-7112

[carrieann@spokanehousing.org](mailto:carrieann@spokanehousing.org)

Leslie Walette, RED Team Lead (for tenants with last names Mi thru Z).....509-252-7136

[mrobinson@spokanehousing.org](mailto:mrobinson@spokanehousing.org)

Melynn Beetham, GREEN Team Lead (for tenants with last names A thru Me)...509-252-7145

[melynn@spokanehousing.org](mailto:melynn@spokanehousing.org)

## Glossary

**Abatement** – Cessation, discontinuation of payment. Units that fail to meet minimum Housing Quality Standards will be abated by the Spokane Housing Authority.

**Annual Inspection** – A Housing Quality Standards Inspection conducted on or near the anniversary date of the HAP Contract.

**Contract Unit** – The housing unit rented by the tenant with assistance under the program.

**HAP Contract** – The Housing Assistance Payment contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP Contract.

**Housing Quality Standards (HQS)** - The minimum quality standards for housing assistance under the Section 8 tenant-based programs.

**HUD** – The U.S Department of Housing and Urban Development.

**Initial Inspection** – A Housing Quality Standards Inspection conducted before a HAP Contract is entered into with the owner on behalf of the family.

**Lease** – The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the Tenancy Addendum.

**Payment Standard** – Represents the maximum amount of subsidy that the PHA will allow for a family based upon the bedroom size allotted on the Housing Choice Voucher.

**PHA** - Public Housing Agency (i.e The Spokane Housing Authority)

**Quality Control Inspection** - Housing Quality Standards Inspection conducted to monitor the inspection process and verify that inspections are being conducted in accordance with program requirements.

**Rent To Owner** – The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

**Rent Reasonableness** – Certification that the contract rent of the assisted unit is reasonable in relation to rents currently being charged to comparable units in the private, unassisted market.

**RFTA (Request for Tenancy Approval)** – A HUD form that a prospective owner must submit to request that a particular unit be considered as a subsidized unit for a particular family.

**Special Inspection** – A Housing Quality Standards Inspection conducted as a result of a family, owner or community complaint.

**Tenancy Addendum** – A HUD document that is an addendum to every Housing Choice Voucher participant’s lease.

**Unit** – The address subsidized by the Housing Choice Voucher Program.

**Utility Allowance** – A schedule reflecting the estimated cost of utilities based on the type of unit, the location of the unit and the number of bedrooms in the unit, as well as the specific utilities involved (electric, gas, water, sewer, trash).