



SECTION 8 HOUSING CHOICE VOUCHER and RENTAL ASSISTANCE PROGRAMS BRIEFING PACKET

Information in this packet will be provided, upon request, in a manner which is usable for sight impaired, hearing impaired, mobility impaired persons and those with limited English proficiency. Individuals requiring special accommodation to participate may call SHA at (509) 328-2953, or for the hearing impaired 7-1-1 or 1-800-833-6384 for assistance.

Spokane Housing Authority (SHA) does not discriminate on the basis of disabled status in the admission or access to, or treatment or employment in, its federally assisted programs and activities. The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24CFR, Part 8, dated June 2, 1988)

Section 504 Coordinator
c/o Spokane Housing Authority
25 W. Nora Ave.
Spokane, WA 99205



TABLE OF CONTENTS

GLOSSARY OF TERMS	4
WELCOME TO THE SECTION 8 PROGRAM	6
VOUCHER PROGRAM OVERVIEW.....	7
VOUCHER ISSUANCE AND EXPIRATION.....	8
REASONABLE ACCOMMODATION.....	9
LIVE-IN CARE PROVIDER.....	9
APPLICANT/PARTICIPANT CERTIFICATION.....	10
FAMILY OBLIGATIONS.....	11
INCOME VERIFICATION.....	12
TERMINATION OF ASSISTANCE.....	12
VIOLENCE AGAINST WOMEN (VAWA).....	13
PENALTIES FOR COMMITTING FRAUD.....	13
INFORMAL REVIEW FOR AN APPLICANT.....	13
SHA HEARING PROCESS FOR PARTICIPANTS.....	15
INFORMAL HEARING PROCEDURES.....	16
DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS.....	18
DISCRIMINATION.....	22
LANDLORD/TENANT LAW OF WASHINGTON.....	23
SHA POLICY ON PROVIDING INFORMATION ABOUT A HOUSEHOLD.....	23
MEDICAL MARIJUANA.....	24
PORTABILITY PROCEDURES.....	25
HOW BEDROOM SIZE IS DETERMINED.....	26
UTILITY ALLOWANCES.....	27
CALCULATING THE HOUSING VOUCHER SUBSIDY.....	28

INSPECTIONS.....	29
LEAD BASED PAINT.....	30
TIPS ON FINDING A UNIT TO RENT.....	31
EXPANDING YOUR HOUSING OPPORTUNITIES.....	32
SPECIAL PROGRAM REQUIREMENTS.....	33
HOMEOWNERSHIP VOUCHER PROGRAM.....	33
WHAT'S NEXT.....	34

Additional Documents in Your Packet and @ www.spokanehousing.org/library

Pamphlets:

- A Good Place to Live
- Protect Your Family from Lead in the Home
- Fair Housing
- "Are you a Victim of Housing Discrimination"

Flyers:

- What You Should Know About EIV
- How Portability Works

Information Packet and Form:

- Violence Against Women Act (VAWA) Packet

Addendum:

- Tenancy Addendum to attach to lease

GLOSSARY OF TERMS

ADJUSTED INCOME: Income, minus allowable HUD deductions

ANNUAL INCOME: Anticipated total annual income of an eligible household from all sources for a 12-month period

ANNUAL REVIEW (AR): Review of continued eligibility for the program completed on a yearly basis.

CONTRACT RENT: The total rent paid to the owner, including the tenant payment and the HAP payment from SHA

EARNED INCOME DISREGARD: An exclusion of wages from employment that is offered as an incentive for persons with disabilities who gain employment after being previously unemployed for 12 months or longer

ENTERPRISE INCOME VERIFICATION (EIV): Web-based computer system which is used to verify employment, wage, unemployment compensation, SS and SSI of individuals who participate in HUD rental assistance programs

FAMILY: All members who reside in the household are considered part of the family, even if not blood relatives.

GROSS RENT: Contract Rent plus Utility Allowance. If there is no Utility Allowance, the Contract Rent will equal the Gross Rent.

HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT: A written contract between SHA and a property owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible household

HUD: The United States Department of Housing and Urban Development

LANDLORD: Either the owner of the property, or the representative, or the managing agent, as designated by the owner.

LEASE: A written agreement between a property owner and an eligible household for leasing a housing unit.

NSPIRE – (National Standards for the Physical Inspection of Real Estate (NSPIRE is the basic standards all units must meet before assistance can be paid on behalf of a family and at least annually throughout the term of assisted tenancy.

PAYMENT STANDARD: The amount used to calculate the housing assistance a household will receive on the Housing Choice Voucher Program

PORTABILITY/PORT OUT: Taking your voucher to another PHA jurisdiction – *restrictions may apply*

REQUEST FOR TENANCY APPROVAL (RFTA): The document participants submit to request an inspection and start the lease up process.

RENT REASONABLE: Comparison of the rent requested for the unit located, to three other like units that are not being rented by Voucher holders.

SECTION 8 HOUSING CHOICE VOUCHER PROGRAM: Tenant Based Voucher program that increases affordable housing choices for very low-income households by allowing families to choose privately owned rental housing.

SECURITY DEPOSIT: A dollar amount paid by the tenant to the landlord that is used to cover unpaid rent or property damages to the owner upon termination of the lease.

SHA: Spokane Housing Authority – that’s us!

TENANT RENT: The amount payable monthly by the household as rent to the property owner. Where all utilities (except telephone and cable) and other essential housing services are supplied by the owner, Tenant Rent equals Total Tenant Payment (TTP). Where some of the utilities (except telephone and cable) and other essential housing services are not supplied by the owner and the cost is not included in the amount paid as rent to the owner, Tenant Rent equals Total Tenant Payment minus the Utility Allowance.

TERM OF LEASE: The initial term of the lease shall be for at least one year. The HAP contract terminates if the lease terminates. The lease must provide for automatic renewal after the initial term expires (such as “month to month”).

TOTAL TENANT PAYMENT (TTP): The total amount the tenant is required to pay towards rent and utilities on a monthly basis.

UTILITY ALLOWANCE: The estimate of the average monthly utility bills (except telephone and cable) for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. Utility allowances vary by unit and type and are reviewed and when necessary, adjusted on an annual basis.

UTILITY REIMBURSEMENT PAYMENT: When the Total Tenant Payment (TTP) is less than the Utility Allowance, the difference is paid monthly directly to the utility company.

VOUCHER: Issued at the briefing allows a participant to begin looking for a unit. The voucher assigned to your family indicates the bedroom size payment standard.

WELCOME TO THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

The purpose of the Section 8 Program is to provide rental assistance to households who are qualified and eligible to receive it. The funding for the program comes from the United States Department of Housing and Urban Development.

INFORMATION ABOUT SPOKANE HOUSING AUTHORITY:

Created in 1972, the Spokane Housing Authority (SHA) mission is "SHA creates and sustain high quality affordable housing options that encourage individual prosperity and support healthy communities."

SHA annually provides housing assistance to over 6,500 low income families in six eastern Washington counties through a combination of tenant-based rental assistance, project-based assistance, and SHA-managed apartment complexes. A seven-member Board of Commissioners governs SHA. One Commissioner is appointed by the Board who is a participant or resident of SHA and the Mayor of Spokane, Spokane County Commissioners, and the Mayor of the City of Spokane Valley each appoint two board members.

INFORMATION ABOUT THE SECTION 8 PROGRAM:

- ☐ The United States Department of Housing and Urban Development (HUD) provides funding which enables housing program providers like SHA to pay a portion of a qualified household's rent.
- ☐ Rental assistance payments are made by SHA to participating property owners on a monthly basis to cover all or a portion of the rent due for the tenants who are active participants in SHA's rental assistance program.
- ☐ Households and property owners must comply with program rules and regulations in order to continue to qualify for active participation. Program rules and regulations will be explained in the following pages.

VOUCHER PROGRAM OVERVIEW

Vouchers provide your household with the opportunity to find housing for which a portion of the rent will be paid using the Section 8 Rental Assistance program.

- ◆ SHA completes an initial and annual verification of eligibility and household income and composition.
- ◆ Households have the freedom to choose a unit that meets their income limit, the NSPIRE inspections standards and rent reasonable amount.
- ◆ SHA will perform an initial NSPIRE inspection and biennial as per HUD requirements.
- ◆ By utilizing comparable rent statistics, SHA may document and approve or deny an unreasonable rent.
- ◆ Participants are responsible for paying the security deposit. Damage claims cannot be filed with SHA. The tenant is responsible for any claims filed by the owner.
- ◆ SHA and the owner sign a contract, and a monthly Housing Assistance Payment (HAP) is made to the owner on behalf of the participant household.
- ◆ In most cases, your first year in a unit is under a one-year lease. Generally a household may not move with assistance during the first year of the lease. However, under certain extraordinary circumstances the lease may be terminated and you may move while retaining your assistance.
- ◆ After the first year the owner may request a rent increase. Any rent increase must be reasonable and approved by SHA prior to it going into effect. If the current contract rent plus the increase exceeds the Payment Standard, you would be responsible to pay the amount that exceeds the Payment Standard or move to another unit.

SHA will check to make sure a unit is rent reasonable before approving a unit for participation in the program. The unit you have chosen must be rent reasonable, in addition to being within your TTP, in order for you to receive assistance at a unit you have chosen.

You will be terminated from the program if you enter into a side agreement with your landlord to pay rent above the amount we have set for you.

If you owe a debt to SHA or to any other housing authority you must repay the debt in full prior to being admitted to the program.

VOUCHER ISSUANCE

After your household has been determined eligible for program participation, and has been briefed on program requirements, you are issued a Housing Choice Voucher.

THE VOUCHER:

- ✓ Authorizes the household to look for a unit to rent
- ✓ Is executed by SHA and the household
- ✓ Has a 120-day term
- ✓ Two 30-day extensions may be requested with an additional 30-day extension possible only as a reasonable accommodation to a disability or under extenuating circumstances
- ✓ Specifies SHA and household rights and responsibilities

EXPIRATION AND EXTENSION OF THE HOUSING VOUCHER

The Voucher is initially issued for a 120-day period. The family must submit a Request for Tenancy Approval (RFTA) within the 120-day period unless an extension has been granted.

The Voucher may be extended for up to two 30-day periods. In cases where a family has been unable to locate housing due to extenuating circumstances such as a hospitalization or a family emergency, or in the case of a family that includes a member with a disability which results in difficulty locating housing, a reasonable accommodation can be requested for a third and final 30-day extension.

A request for an extension MUST be submitted in writing one week prior to the expiration date on your voucher AND must be accompanied by a record of the contacts to landlords that you have made. An SHA staff member will grant or deny the request for an extension. You will receive a written notice of determination.

CHANGES OCCURRING BETWEEN VOUCHER ISSUANCE AND EFFECTIVE LEASE DATE

All changes in income or household composition MUST be reported in writing within 10 business days of the change; however, changes in income that occur during this period may not take effect until after lease up. Changes may affect the amount of the family's portion of rent (TTP or Total Tenant Payment) or program eligibility.

It is important that you complete a Change of Circumstance. This can be completed in MyPortal.

REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of SHA housing programs and related services. When such accommodations are granted they make the program fully accessible in a way that would otherwise not be possible due to their disability.

Persons with disabilities may submit a request for a reasonable accommodation by completing the Request for Reasonable Accommodation in Housing. This form is available online and in our office.

The request will then be sent to the qualified professional, specified by the applicant/participant, who can verify the need for the accommodation and how the accommodation relates to the disability, and is necessary for the participant to afford them the opportunity for full use and enjoyment of their dwelling unit.

On a case-by-case basis, as a reasonable accommodation, SHA may approve a payment standard amount above the current Payment Standards. The higher payment standard must be requested by the participant after a family with a disabled person or an individual person with disabilities has located a unit. After the first year of the lease you may no longer qualify for the exemption and your portion may be increased significantly.

LIVE-IN CARE PROVIDER

Should you need a live-in care provider to assist you, please contact your Eligibility Specialist. They will have you complete a form to send to your doctor to verify the need for a live-in care provider. The request will need to be verified yearly.

The live-in aide must be identified to SHA and approved *before* they may move in.

In order to qualify as a live-in aide, the household must consist of one or more elderly persons, or near-elderly persons, or persons with disabilities and:

- The live in care provider is determined to be essential to the care and well being of the qualified person
- The care provider is not obligated to the household for their support
- The care provider would not be living in the unit except to provide the necessary supportive services

APPLICANT/PARTICIPANT CERTIFICATION –

All adult members signed when you were first called up

Knowledge for grounds for denial or termination of Family Assistance

POLICY STATEMENT: Spokane Housing Authority (SHA) will deny or terminate housing assistance to those determined to be involved in illegal drug-related or violent criminal activity.

GIVING TRUE AND COMPLETE INFORMATION: I certify that all information provided on household composition, Social Security numbers, income, family assets and items for allowance and deductions, is accurate and complete to the best of my/our knowledge and belief. I/we have reviewed the application or recertification and certify that the information shown is true and correct.

REPORTING CHANGES IN INCOME OR HOUSEHOLD COMPOSITION: I/we understand that I/we are required to report, in writing, within 10 working days, any changes in income or household size. Failure to report timely is grounds for termination of assistance. I/we understand that *before* a new member is added or moves into my household I must first request permission, in writing, from my landlord, provide a copy of that permission to Spokane Housing Authority (SHA), and have SHA approve the new member.

NO DUPLICATE RESIDENCE OR ASSISTANCE: I certify that I have disclosed where and when I received any previous housing assistance and whether or not any money is owed. I certify that while receiving this previous assistance I did not commit any fraud, knowingly misrepresent any information, or vacate the unit in violation of the lease.

GUESTS/BOARDERS/LODGERS: I understand that I cannot allow individual "guests" to stay in the unit for a combined total of more than fourteen (14) days per year or provide accommodations to boarders or lodgers. Section 8 Moderate Rehabilitation (SRO) tenants are not allowed an overnight guest. (This does not relieve you from your obligation to abide by the terms of your lease with the landlord). I understand that use of my address, phone number, storing items, phone or utilities in another's name could be deemed as proof of unreported, additional household members and/or income.

FAMILY MEMBER ABSENCE: I understand that I must report within ten working days any changes to the household. I further understand that I must report any or all family members that will be absent from the unit for more than 30 days (including to foster care).

LEASE: I understand that eviction by the landlord for violations of the lease will result in termination of my assistance. I further understand that I cannot rent from a family member who owns the unit or has any interest in the unit, unless I am a person with disabilities and have requested and been approved by SHA to rent the unit as a reasonable accommodation for disabilities.

NO SUBSIDY PAID: I understand that if SHA has not paid any rent on my behalf for 180 days my assistance will be terminated. (Grant programs require immediate termination of assistance if SHA cannot pay rent for a participant.)

UNIT INSPECTIONS (NSPIRE): I understand that failure of the family to correct family-caused HUD Standards violations within a reasonable deadline (24 hours for life-threatening defect; 30 days for any other defects) could result in termination of assistance.

SIDE AGREEMENTS: I understand that if I enter into an agreement with my landlord to pay a different amount of tenant rent, or for utilities that are not listed as my responsibility as specified by SHA, that I will be considered to have entered into a side agreement and that my assistance may be terminated.

COOPERATION: I understand that I am required to cooperate in supplying all information needed to determine my eligibility, level of benefits, or verify my true circumstances. Cooperation includes supplying necessary information promptly, attending scheduled meetings, completing and signing the necessary forms, and providing a proper written move notice to SHA and my landlord prior to moving. Failure or refusal to comply with SHA's requirements or the obligations under the lease may also result in termination of housing assistance.

HUD VASH PARTICIPANTS: Family's assistance must be terminated for failure to participate, without good cause, in case management as verified by the Veterans Affairs Medical Center (VAMC).

CODE OF CONDUCT: Actual or threatened abusive or violent behavior toward SHA personnel, including swearing or verbal abuse, may result in program termination as stated in our Administrative Plan.

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction.

I/We Understand that knowingly supplying false, incomplete, or inaccurate information, is punishable under Federal or state law and grounds for termination of housing assistance. I have read the above and understand my responsibilities. I certify that the information given is accurate and complete to the best of my knowledge.

FAMILY OBLIGATIONS

(As printed on the reverse side of your voucher)

A. When the Family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the Housing Choice Voucher Program.

B. The family must:

1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
9. Request PHA written approval to add any other family member as an occupant of the unit.
10. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.
11. Pay utility bills, provide and maintain any appliances that the owner is not required to provide under the lease.

C. Any information the family supplies must be true and complete.

D. The family (including each family member) must not:

1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
2. Commit any serious or repeated violation of the lease.
3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
5. Sublease or let the unit or assign the lease or transfer the unit.
6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

INCOME VERIFICATION

SHA will be verifying employment income, social security income and unemployment benefits using the Enterprise Income Verification (EIV) system for all applicants and participants of Section 8 Housing Choice Voucher Programs.

The EIV system is a database by which Housing Authorities have direct access to obtain income information through a secure and confidential web site maintained by the Office of Public and Indian Housing (PIH), a branch of the Department of Housing and Urban Development (HUD). The information obtained in the EIV system will be compared to the information you have given your Eligibility Specialist through the application or re-determination of eligibility process. Participants have the right, under the provisions of the Privacy Act, to challenge the accuracy of information maintained in the system.

If you believe the income information used to calculate your rent on the program is inaccurate, please contact your Eligibility Specialist to review the figures used and for instructions on how to dispute the amounts provided by the verification source.

TERMINATION OF ASSISTANCE

SHA may terminate rental assistance after giving the participant proper notice. The participant has a right to request an informal review (applicant) or an informal hearing (participant) if they do not agree with the determination. Procedures for requesting reviews and hearing are included in this briefing packet.

Some reasons assistance may be terminated are:

- Missed scheduled appointments;
- Failure to provide requested documents, including your utility statement;
- Failure to comply with your lease;
- Other violation of family obligations (as outlined on the back of your voucher and applicant/participant certification);
- Additional household members. Letting others use your address, phone number, unit to store their belongs in, having a phone or utilities in someone else's name, are a few examples of what will be considered proof of additional household members;
- Unreported income;
- Failure to report household members away for over 30 days or permanently gone;
- Threatening or abusive behavior directed at a SHA employee;
- Use of marijuana or other federally controlled substances;
- Side agreements with your landlord to pay additional rent or utilities.

WHEN IN DOUBT AS TO WHAT YOU NEED TO REPORT, ERROR ON THE SAFE SIDE AND CONTACT YOUR ELIGIBILITY SPECIALIST

VIOLENCE AGAINST WOMEN (VAWA)

VAWA protects participants, tenants, and family members of applicants/participants/tenants, who are victims of domestic violence, dating violence, sexual assault, or stalking, from being evicted or terminated from housing assistance based on acts of violence against them. The Act applies to both public housing agencies and to owners renting to families under Section 8 rental assistance programs (under both the voucher and project-based programs).

The purpose of the Act is to

- Reduce domestic violence, dating violence, sexual assault, and stalking;
- Prevent homelessness of the survivors of such acts;
- Protect survivors who reside in Section 8 and LRP units (and other programs);
- Ensure survivors have access to criminal justice system without jeopardizing their housing.

However, the Act does not limit SHA or a participating owner's authority to terminate your assistance or lease when SHA or the owner is able to demonstrate there is an actual and imminent threat to other tenants, employees, or others providing services to the property.

If you are being terminated from rental assistance, and you feel that the grounds of your termination are from the direct result of domestic violence, dating violence, sexual assault, or stalking, please contact your Eligibility Specialist at SHA.

Penalties for Committing Fraud

The US Dept. of HUD places a high priority on preventing fraud. If your application or recertification forms contain false or incomplete information, you may be:

- **Evicted from your dwelling unit;**
- **Required to repay all overpaid rental assistance you received;**
- **Fined up to \$10,000.00**
- **Imprisoned for up to 5 years; and/or**
- **Prohibited from receiving future assistance.**
- **Our State and Local Governments may have other laws and penalties as well.**

Page 14-18 explains the procedure taken if you are denied or terminated rental assistance.

INFORMAL REVIEW FOR AN APPLICANT

Authorization for a Review: Under the requirements of CFR 982.554 (a)(b). SHA must provide an applicant an opportunity for an Informal Review. When a decision is made which is adverse to the applicant, an applicant is entitled to the following:

- (a) Notice to applicant. The PHA must give an applicant for participation prompt notice of a decision denying assistance to the applicant. The notice must contain a brief statement of the reasons for the PHA decision. The notice must also state that the applicant may request an informal review of the decision and must describe how to obtain the informal review.
- (b) Informal review process. The PHA must give an applicant an opportunity for an informal review of the PHA decision denying assistance to the applicant. The administrative plan must state the PHA procedures for conducting an informal review. The PHA review procedures must comply with the following:

- 1) The review may be conducted by any person or persons designated by the PHA, other than a person who made or approved the decision under review or a subordinate of this person.
- 2) The applicant must be given an opportunity to present written or oral objections to the PHA decision.
- 3) The PHA must notify the applicant of the PHA's final decision after the informal review, including a brief statement of the reasons for the final decision.

When an Informal Review is not required CFR 982.554(c)

- (a) When an informal review is not required. The PHA is not required to provide the applicant an opportunity for an informal review for any of the following:
- (1) Discretionary administrative determinations by the PHA
 - (2) General policy issues or class grievances
 - (3) A determination of the family unit size under the PHA subsidy standards
 - (4) A PHA determination not to approve an extension or suspension of a voucher term
 - (5) A PHA determination not to grant approval of the tenancy
 - (6) A PHA determination that a unit selected by the applicant is not in compliance with NSPIRE
 - (7) A PHA determination that the unit is not in accordance with NSPIRE because of the family size or composition.

SHA PARTICIPANT HEARING PROCESS

Under the requirements of 24 CFR 982.555, SHA is required to provide a participant in the Section 8 Existing Housing Program an opportunity for an informal hearing when a decision is made which is adverse to the participant. A participant will be provided the opportunity for a hearing in the following cases:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment;
2. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule;
3. A determination of the family unit size under the PHA subsidy standards;
4. A determination to terminate assistance for a participant family because of the family's action or failure to act. This may include missed appointments, failing to report changes timely, power or utilities disconnected, and failure to turn in documents;
5. Determinations to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under PHA policy and HUD rules.

Informal Hearings are NOT required:

- ❖ To review discretionary administrative determinations or consider general policy issues or class grievances;
- ❖ For establishment of Spokane Housing Authority (SHA) utility allowance schedules;
- ❖ A PHA determination not to approve an extension or suspension of a voucher term;

- ❖ A determination that an assisted unit is not in compliance with NSPIRE. (However, the PHA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the NSPIRE caused by the family);
- ❖ A PHA determination not to approve a unit or tenancy;
- ❖ When SHA determines that a unit is not in accordance with NSPIRE due to family size
- ❖ A determination to exercise or not exercise any right or remedy against the owner under the HAP contract;
- ❖ Expired voucher.

NOTIFICATION

When a decision is made which is adverse to the participant, a Notice of Right to an Informal Hearing will be sent to the participant by regular mail informing them of the adverse determination and the opportunity to request an informal hearing. The participant will have ten (10) working days to respond, in writing, that they desire a hearing. If the participant does not respond within the 10-day time frame, their right to a hearing is waived.

FORM OF NOTICE

The Notice of Right to Informal Hearing given by SHA to the Participant:

- a. Shall be in writing, given personally to a member of the Family, or as a letter sent by first class mail to the Family at its last known address.
- b. Shall state the grounds and reasons for the termination and the proposed action.
- c. Will include a statement that if the family does not agree with the decision, the family may request an informal hearing on the decision; and
- d. A deadline for the family to request an informal hearing (generally within 10 working days of the date of the letter).

NOTE: Once the participant has requested an Informal Hearing, the effective date of the proposed action will be delayed pending the decision of the Hearing Official. From the time the determination is made to pursue any of the above actions, until a written decision is issued by the Hearing Official, the participating family shall not have any interruption of housing assistance payments.

If the Family does not make a request to submit these objections and information in accordance with this paragraph, then the proposed termination shall become final as of the date specified in the original termination notice.

INFORMAL HEARING

In order to prepare for their hearing the family has the right to inspect the entire contents of their file prior to the hearing and examine or copy all of the documents, records, rules, regulations and any other information relevant to the determination at the SHA office. If copies of documents are requested, SHA shall make its equipment available to the participating family, or the family's representative, to make the copies. There will be a .20 cent copy charge per page.

Objections to the termination or additional information must be submitted to SHA in person or in writing within a reasonable time as established by SHA.

Once your request for an informal hearing has been received by SHA a letter will be sent to you stating the date and time of the hearing to be held at the SHA office.

The participating family will have the following rights at the hearing:

1. To represent themselves or to be represented by anyone else, such as a lawyer or other representative.
2. To reasonable accommodations regarding the time and place of the hearing if necessitated by illness or disability.
3. To have an interpreter present if the family desires one.
4. To present any arguments and evidence orally.
5. To defend by cross-examining available witnesses on whose testimony or information SHA relied upon to make the determination.
6. To a written decision within thirty (30) days of the hearing, based on all evidence presented at the hearing.

HEARING PROCEDURES

If the participating family requests a hearing SHA will, within fifteen (15) days of the receipt of the request, inform them of the time and place of the hearing. The Notice of Hearing will be mailed to the participant, or given to the participant personally, not less than ten (10) working days prior to the scheduled hearing. The Notice will include a statement of the specific issues to be determined. The Hearing may be conducted by any person or persons designated by SHA, other than a person who made or approved the decision under review or a subordinate of this person.

The only issues to be discussed in the hearing shall be those issues, which formed the basis of SHA decision of planned action. All other issues are irrelevant and shall not be discussed.

Each party at the hearing shall be given the opportunity to present to the hearing official documentation to support his or her side of the issue. Each party shall be provided the opportunity to review the documentation presented by other parties.

The hearing may be recorded and the recording kept at the SHA office at 25 W Nora Ave., Spokane, Washington for a period of not less than three (3) months. In addition, all exhibits and the written decision of the hearing will be kept for a period of not less than three (3) years.

The hearing will be informal in format. The hearing person will give preliminary statements regarding the authority of SHA to conduct the hearing, the issue before the hearing, a statement of understanding from all parties involved, and briefly explain the procedures.

The hearing will be closed to all but the principal parties. Witnesses will be excused from the hearing until such time as their testimony is requested. The press will be excluded from all hearings. The parties will be allowed a reasonable time for the presentation of oral argument. At the end of the hearing, all parties will be allowed to present closing statements.

Rescheduling a Hearing

Reasonable requests for rescheduling of the hearing will be granted, prior to the hearing, for good cause such as illness or other unavoidable absence of the party, representatives, or witness, or by agreement between SHA and the family. The hearing may be rescheduled, with at least a three (3) day notice, at the request of either SHA or the family. Exceptions may be made to the 3-day notice period for extenuating circumstances that are beyond the control of the participant or SHA.

Once the hearing has begun, a continuance will not be allowed except under extremely unusual circumstances as agreed upon by the SHA hearing representative.

Decision

The SHA hearing representative will generally provide a written decision within ten (10) working days of the hearing. In the decision, the SHA hearing representative will briefly state the findings of fact, reasons for the decision; the information relied on and refers to applicable statutes, regulations, lease clauses, or other appropriate authorities.

NOTE: If you are terminated from housing for a Violation of Family Obligations and/or because you owe money to this or any other housing authority, we will not assist you again until you have paid the money owed back to the Housing Authority (HA), and three years have passed since your termination.

DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS

Debts owed to Public Housing Agencies and Terminations are maintained in a national repository of debts owed and adverse terminations. HUD requires PHAs to report certain information at the conclusion of your participation in a HUD rental assistance program.

This information will be available to HUD employees, PHA employees and includes:

1. Amount of any balance you owe the PHA; and
2. Whether or not you have entered into a repayment agreement for the amount that you owe the PHA; and
3. Whether or not you have filed for bankruptcy; and
4. The negative reason for your end of participation in the housing programs (for example: abandoned unit, fraud, criminal activity, failure to comply with lease, etc.)

If you disagree with the decision of the Informal Review or Hearing you may seek additional assistance from Legal Aid or another organization of your choosing. Please retain a copy of the hearing packet given to you at the time of the hearing so that you may give it to the organization you are seeking assistance from. You may also request a copy of the hearing recording.

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS

Paperwork Reduction Notice: The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3520) and assigned OMB control number 2577-0266. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless the collection displays a current valid OMB control number.

NOTICE TO APPLICANTS AND PARTICIPANTS OF THE FOLLOWING HUD RENTAL ASSISTANCE PROGRAMS:

- Public Housing (24 CFR 960)
- Section 8 Housing Choice Voucher, including the Disaster Housing Assistance Program (24 CFR 982)
- Section 8 Moderate Rehabilitation (24 CFR 882)
- Project-Based Voucher (24 CFR 983)

The U.S. Department of Housing and Urban Development maintains a national repository of debts owed to Public Housing Agencies (PHAs) or Section 8 landlords and adverse information of former participants who have voluntarily or involuntarily terminated participation in one of the above-listed HUD rental assistance programs. This information is maintained within HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) and their management agents to verify employment and income information of program participants, as well as, to reduce administrative and rental assistance payment errors. The EIV system is designed to assist PHAs and HUD in ensuring that families are eligible to participate in HUD rental assistance programs and determining the correct amount of rental assistance a family is eligible for. All PHAs are required to use this system in accordance with HUD regulations at 24 CFR 5.233.

HUD requires PHAs, which administers the above-listed rental housing programs, to report certain information at the conclusion of your participation in a HUD rental assistance program. This notice provides you with information on what information the PHA is required to provide HUD, who will have access to this information, how this information is used and your rights. PHAs are required to provide this notice to all applicants and program participants and you are required to acknowledge receipt of this notice by signing page 2. Each adult household member must sign this form.

What information about you and your tenancy does HUD collect from the PHA?

The following information is collected about each member of your household (family composition): full name, date of birth, and Social Security Number.

The following adverse information is collected once your participation in the housing program has ended, whether you voluntarily or involuntarily move out of an assisted unit: 1. Amount of any balance you owe the PHA or Section 8 landlord (up to \$500,000) and explanation for balance owed (i.e. unpaid rent, retroactive rent (due to unreported income and/ or change in family composition) or other charges such as damages, utility charges, etc.); and

2. Whether or not you have entered into a repayment agreement for the amount that you owe the PHA; and
3. Whether or not you have defaulted on a repayment agreement; and
4. Whether or not the PHA has obtained a judgment against you; and
5. Whether or not you have filed for bankruptcy; and
6. The negative reason(s) for your end of participation or any negative status (i.e., abandoned unit, fraud, lease violations, criminal activity, etc.) as of the end of participation date.

Who will have access to the information collected?

This information will be available to HUD employees, PHA employees, and contractors of HUD and PHAs.

How will this information be used?

PHAs will have access to this information during the time of application for rental assistance and reexamination of family income and composition for existing participants. PHAs will be able to access this information to determine a family's suitability for initial or continued rental assistance, and avoid providing limited Federal housing assistance to families who have previously been unable to comply with HUD program requirements. If the reported information is accurate, a PHA may terminate your current rental assistance and deny your future request for HUD rental assistance, subject to PHA policy.

How long is the debt owed and termination information maintained in EIV?

Debt owed and termination information will be maintained in EIV for a period of up to ten (10) years from the end of participation date or such other period consistent with State Law.

What are my rights?

In accordance with the Federal Privacy Act of 1974, as amended (5 USC 552a) and HUD regulations pertaining to its implementation of the Federal Privacy Act of 1974 (24 CFR Part 16), you have the following rights:

1. To have access to your records maintained by HUD, subject to 24 CFR Part 16.
2. To have an administrative review of HUD's initial denial of your request to have access to your records maintained by HUD.
3. To have incorrect information in your record corrected upon written request.
4. To file an appeal request of an initial adverse determination on correction or amendment of record request within 30 calendar days after the issuance of the written denial.
5. To have your record disclosed to a third party upon receipt of your written and signed request.

What do I do if I dispute the debt or termination information reported about me?

If you disagree with the reported information, you should contact in writing the PHA who has reported this information about you. The PHA's name, address, and telephone numbers are listed on the Debts Owed and Termination Report.

You have a right to request and obtain a copy of this report from the PHA. Inform the PHA why you dispute the information and provide any documentation that supports your dispute. HUD's record retention policies at 24 CFR Part 908 and 24 CFR Part 982 provide that the PHA may destroy your records three years from the date your participation in the

program ends. To ensure the availability of your records, disputes of the original debt or termination information must be made within three years from the end of participation date; otherwise the debt and termination information will be presumed correct. Only the PHA who reported the adverse information about you can delete or correct your record. Your filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system.

However, if you have included this debt in your bankruptcy filing and/or this debt has been discharged by the bankruptcy court, your record will be updated to include the bankruptcy indicator, when you provide the PHA with documentation of your bankruptcy status.

The PHA will notify you in writing of its action regarding your dispute within 30 days of receiving your written dispute.

If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record. If the PHA determines that the disputed information is correct, the PHA will provide an explanation as to why the information is correct.

The DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS form was provided by Spokane Housing Authority and given to you at the time you completed paperwork to either come onto the program or to move to a new unit.

DISCRIMINATION

Discrimination occurs if **ANY** of the following takes place:

- ❖ Refusing to rent after the making of a legitimate offer or refusing to negotiate for the rental of or otherwise making unavailable or denying, a dwelling to any person because of race, color, religion, sex, national origin, familial status*, disability, sexual orientation, or gender identity.
- ❖ Discrimination against any person in term, conditions or privileges of services or facilities in connection therewith because of race, color, religion, sex national origin, familial status, disability, sexual orientations or gender identity.
- ❖ Making, printing or publishing or causing to be made, printed or published, any notice, statement or advertisement, with respect to the rental of a dwelling that indicates any preference, limitation or discrimination based on race, color, religion, national origin, familial status, disability or gender, or an intention to make any such limitations.
- ❖ Representing to any person because of race, color, religion, national origin, familial status, disability or gender, that any dwelling is not available for inspection or rental when such dwelling in fact is available.
- ❖ For profit, inducing or attempting to induce any person to rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, national origin, familial status, disability or gender.

* "Familial status" means one or more individuals (who have not attained the age of 18 years) being domiciled with:

- (a) a parent or another person having legal custody of such individual or individuals; or
- (b) The designee of such parent or other person having such custody, with the written permission of such parent or other person.

The protections afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

If you feel that you have been discriminated against, a summary of your rights is detailed in the Fair Housing pamphlet, included in this packet, along with a Housing Discrimination Information form. The complete Housing Discrimination Information pamphlet is available upon request at the branch office or you may call one of these phone numbers for more information:

HUD (Seattle) 1-800-877-0246
HUD (Washington, DC) 1-800-669-9777
HUD TTY 1-800-887-8339

LANDLORD/TENANT LAW IN WASHINGTON STATE

If you have questions concerning the landlord/tenant law in the State of Washington please visit www.washingtonlawhelp.org. Follow the link "Housing" and then choose "Tenant Rights" to obtain "Your Rights as a Tenant in Washington State. The form is available in Russian and Spanish.

SHA'S POLICY ON PROVIDING INFORMATION ABOUT A HOUSEHOLD TO PROSPECTIVE LANDLORDS, LAW ENFORCEMENT AND OTHER GOVERNMENTAL AGENCIES

Requests for information from a landlord:

When a household finds a unit they wish to lease, a Request for Tenancy Approval is filled out and submitted to SHA. Upon request SHA will provide to the prospective landlord:

- The household's current address as shown in SHA records
- The name and address (if known to SHA) of current and prior landlords.

SHA may also provide, upon request from the prospective landlord, any factual information or third party verification relating to the participant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking or drug-related criminal activity.

Requests for information from Law Enforcement/Other Governmental Agencies: ***We will cooperate in any ongoing investigations***

SHA will release information about a participant/household member if required by a court order or by other government requirements.

In the event of the reasonable suspicion of, or allegation of drug or criminal activity or investigations, SHA staff may identify to proper authorities the names and addresses of persons who are involved in such alleged activities or who are under police investigation, as well as such other information reasonably related to such activities or police investigations.

SHA may also provide information to governmental agencies should a household member be suspected of defrauding or inappropriately using federal or state funds and the other agencies are either involved in such funding related to SHA, or can assist SHA in the investigation and/or prosecution of allegations of such fraud.

Information will be released to, or obtained from, utility companies concerning your account.

MEDICAL MARIJUANA

Although Washington is a recreational use marijuana state, the federal government doesn't recognize these laws. Marijuana is still considered illegal in all forms, even if you hold a state issued medical marijuana card. Use and/or possession of marijuana will result in your assistance being terminated.

The Federal Government lists marijuana as a Schedule I drug, a substance with a very high potential for abuse. State laws that legalize medical marijuana directly conflict with the admission requirements set for in HQWRA and are thus subject to federal preemption.

Use of drugs for medical uses which are made of marijuana synthetics, such as Marinol and Cesamet are not medical marijuana and are legal under Federal laws.

PORTABILITY PROCEDURES

Portability allows a household the option to move from one SHA jurisdiction to another location, without going onto the receiving Housing Authority's waiting list.

Procedures **that apply when SHA is the initial Housing Authority (HA)**: A household may receive tenant-based assistance to lease a unit outside SHA jurisdiction:

- In the jurisdiction of a housing authority anywhere in the United States that is administering a tenant based program.
- If funds are available to move to a higher costs jurisdiction.

An Exception applies to Nonresident applicants if:

1. Neither the head of household nor spouse of an assisted household already had a legal residence in the jurisdiction of SHA at the time when the household first submitted an application for participation in the program to SHA.
2. During the 12-month period from the time when the household is admitted to the program, the household does not have any right to lease a unit outside SHA's jurisdiction unless both SHA and the receiving HA agree.
3. Portability is usually limited to one move within a 12 month period.
4. Other restrictions may apply. Contact your Eligibility Specialist.

Commonly requested housing authorities

Seattle Housing Authority
120 Sixth Ave N., Seattle, WA 98109
Phone: (206) 615-3300

King County Housing Authority
600 Andover Park West, Seattle, WA 98109
Phone: (206) 574-1100

Vancouver Housing Authority
2500 Main St, Vancouver, WA 98660
Phone: (360) 694-2501

For a full list of housing authorities, visit

https://www.hud.gov/program_offices/public_indian_housing/pha/contacts

HOW BEDROOM SIZE IS DETERMINED

Subsidy standards are set to determine the number of bedrooms needed for households of different sizes and composition. The unit size number is entered on the voucher issued to the household. SHA subsidy standards are based on two persons for each bedroom in the unit.

- Foster children will count in the household size when determining bedroom size if they will be in the unit for more than 180 consecutive calendar days. Children who are temporarily away from the home because of placement in foster care are considered members of the family.
- A live-in aide will be authorized a separate bedroom.
- College students who reside in dorms and return to the unit during summers and holidays will be considered household members and will be counted when assigning bedroom size.
- Children who live in the unit less than 50% (182 days) of the time will not be counted in the household composition when assigning bedroom size.
- If children are removed from the household the funding size may be reduced at the next regular examination.

SHA may grant exceptions from the established subsidy standards if SHA determines that the exception is justified by a reasonable accommodation related to disability needs. Contact your Eligibility Specialist if you feel that you need to request an exception.

A family may select a unit larger or smaller than the family unit size assigned provided they do not pay over 40% of income towards rent and utilities at time of initial lease-up.

UTILITY ALLOWANCES

- Utility allowances are used to determine the **GROSS RENT** (rent and utilities) for a unit.
- SHA is required by HUD to establish utility allowance schedules based on the typical cost of utilities in the area. The schedule is reviewed annually and adjusted as necessary. Any increase in utility allowances will automatically increase the **Gross Rent**.
- We suggest that you call the utility provider to obtain the last 12 months average utility cost. Our utility analysis is a computerized system based on average costs and may be different from the prior averages. Also, the actual utility costs you will incur may be more or less depending on your lifestyle.
- Utility allowances are based on actual rates and average consumption estimates. The allowances are not based on a household's actual energy consumption. Therefore, it is very important to be as efficient in the use of utilities as possible.
- The utility allowance will be calculated for your household when you first enter into a new lease and every year on your annual date.
- Three factors are considered in establishing utility allowance schedules:
 1. Unit size
 2. Structure type (ie: is it a house or three story apartment?)
 3. Type of heat and cooking (i.e. gas, electric, oil)

UTILITY ALLOWANCE REIMBURSEMENT CHECK

If your income is such that SHA will be paying a portion of your utilities, you must supply a copy of your utility bill to SHA within 10 days of setting up your account with the power company.

We will mail your utility assistance check directly to the power company.

If you do not supply your utility account number within 10 business days of opening the account your assistance check will be held until the account number is received and your assistance may be terminated.

If your primary heat source is other than natural gas or electric (such as oil or wood) please contact your Eligibility Specialist to potentially have the check sent to you. We highly recommend that you set up Comfort Billing. If there is a high build up in credit on your utility account with your power company, the additional amount may be sent directly to you if you have Comfort Billing.

Annual Income: \$8,400 Allowances: \$1,140 Adjusted Annual Income: \$7,260

Calculating the Housing Voucher Subsidy--SAMPLE

Name: Joe Smith

- A** Voucher Payment Standard (VPS): \$778 Payment Flexibility (PF): \$60
B 30% of Adjusted Monthly Income: \$182 Number of Family Members: 2

Step 1: Calculate your maximum monthly rent and utilities

Each household is allowed to go over the Voucher Payment Standard (VPS) by approximately 10% of their monthly adjusted income. The amount you can go over the VPS called your Payment Flexibility (PF). It is the number found on the top of your voucher.

- \$ Voucher Payment Standard (VPS) - Found at the top of this page
 + \$ Payment Flexibility (PF) - Found at the top of this page
C = \$ Maximum Monthly Rent and Utilities

Step 2: See if the unit you have chosen will work with your Voucher

The landlord will tell you the amount of rent they are asking for the Unit and which utilities the tenant will be required to pay. You can find the numbers for each utility type on your Utility Sheet. Any utility that the landlord will pay does not need to be in your utility calculation. For example, if the landlord pays water then you do not add the water utility amounts into your calculation.

Heating: \$ Water: \$ (if tenant provide) Range: \$
 Cooking: \$ Sewer: \$ (if tenant provide) Refrigerator: \$
 General Use Electricity: \$ Trash: \$
 Water Heating: \$

- D** \$ Total Utility Allowance: \$
\$ Rent Amount for the unit you found
 + \$ Total Utility Allowance
E = \$ Total Cost of the Unit -- If this is more than your Maximum Monthly Rent and Utilities (**C**) you will need to find a new unit

Step 3: Calculate your portion of the rent payment

If the Total Cost of the Unit <i>is higher than</i> VPS	If the Total Cost of the Unit <i>is at VPS or lower</i>
<u>\$</u> Total Cost of the Unit (E)	<u>\$</u> 30% Adjusted Monthly Income (B)
- <u>\$</u> VPS (A)	- <u>\$</u> Utility allowance amount (D)
= <u>\$</u> Amount over the VPS (F)	= <u>\$</u> Your portion of the rent each month
+ <u>\$</u> 30% Adjusted Monthly Income (B)	
= <u>\$</u> Total Tenant Payment (TTP) (B + F)	
- <u>\$</u> Utility allowance amount (D)	
= <u>\$</u> Your Portion of the rent each month	

INSPECTIONS

Any unit occupied by a participant that is receiving subsidy MUST meet HUD inspection requirements, currently referred to as NSPIRE (National Standards for the Physical Inspection of Real Estate).

SHA must inspect each unit prior to the initial lease-up and at least annually thereafter to ensure NSPIRE is being met. NSPIRE is the minimum set of standards required by HUD to determine if a unit meets the qualification of being decent, safe and sanitary.

In order to speed up the NSPIRE approval of your new unit, on the first inspection and before you turn in your Request for Tenancy Approval (RFTA), walk through the unit with the landlord and look for these common fail items. If the repairs are made before the inspector arrives you will speed up your chances of passing on the first trip and your assistance will start sooner.

Please review the booklet "A Good Place to Live!" that is included in your briefing packet and then ask yourself:

- Is the power and water on? We cannot complete an inspection unless they are.
- Does the heating system work? Is the system adequate to heat all rooms, including the bathroom? Does each bedroom and living room have a permanent heat source?
- Does the hot water heater work? Does it have a pressure relief valve and a discharge line 6-12" from the floor?
- Is there a smoke detector on every floor of the unit and do they work properly?
- Is there a Carbon Monoxide (CO) detector properly installed outside of each separate sleeping area, in the immediate vicinity of the bedroom and on each level of the residence?
- If a household member is hearing impaired is there a smoke detector that will light up in their bedroom that is connected to the hall detector?
- Are the floor coverings in good repair and secured to the floor and at all thresholds, so there are no tripping hazards?
- Are all rooms well lit and free from electrical hazards, such as missing or cracked switches and/or outlet cover plates? Do all junction boxes have covers? Does the electrical panel have any breaker openings that need sealed off?
- Is the house and yard free from trash, large holes, and debris?
- Is there a handrail on four or more interior or exterior steps?

- Are there any broken or cracked windows? Do all windows that can be reached from the outside have locks? If they are designed to open do they open and close properly?
- Do unprotected heights over 30 inches have a guardrail?
- Do exterior doors have adequate weather stripping to prevent drafts? Are they able to be locked and secured?
- Does the unit have adequate facilities for temporary storage and disposal of food wastes, such as trashcans with covers, dumpsters or trash bags?
- Are bedrooms at least 8' x 10'? Are the bedroom walls, floors and ceilings finished? Is there a window and electrical in the room?
- Kitchen: Do all appliances work properly? Is the food prep area adequate? Do you have both hot and cold running water and do the drains work properly?
- If the unit is built before 1978 and there is a child under six is the unit free from peeling, cracking or chipping paint on the interior, exterior, additional buildings and fences?

LEAD BASED PAINT

Housing that was built before 1978 may contain lead based paint. Lead from the paint chips and dust can pose health hazards if not properly maintained and/or treated. Lead exposure is especially harmful to young children and pregnant women.

If the unit you request an inspection on was built pre-1978 and you have a child under 6 years old in the household, all cracked, chipped, or peeling paint will be subject to fail under the **NSPIRE** inspection.

If the surface area containing chipped, cracked or peeling paint is above a certain level, the landlord will be required to obtain additional tests and provide treatment for the areas that failed.

In order to avoid these additional requirements if you have children less than 6 years of age, you may want to rent a unit that was built after 1977. If you do choose a unit that was built before that date, please keep these requirements in mind and understand they may pose a problem in the unit passing the inspection, especially if there is peeling paint on the inside or outside of the unit, on a detached building or fence.

If you would like to voluntarily disclose information concerning elevated EBL to the inspector please contact the Inspection Coordinator at 509-252-7106.

Whether or not you have children under the age of 6 living in the unit, if the unit was built before 1978 you and the landlord are still required to complete the "*Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards*" that is included in your Request for Tenancy Approval packet (RFTA). A copy must be given to SHA.

TIPS ON FINDING A HOUSE, APARTMENT, DUPLEX or MOBILE HOME

Once you have received your Housing Choice Voucher, which includes the bedroom size for which your household qualifies, you can begin your search for housing.

Places to check:

For a list of units that are currently available please access AffordableHousing.com and put in 'Spokane County' as part of your search for best results. If you do not have a computer you may access one at your local library or in our lobby.

Also, you should check:

Newspapers	www.padmapper.com
Property Management Companies	Real Estate Companies
Ask friends and relatives	Craigslist
Zillow.com	Look for "For Rent" signs in area neighborhoods.

As you search for housing you should keep in mind:

1. The overall condition of the unit
2. Whether the unit rent is reasonable. (Under the Voucher program we are required to advise you of our determination, and at the request of the household, assist in rent negotiations.) By utilizing comparable rent statistics, SHA may document and disapprove an unreasonable rent.
3. The costs of any tenant paid utilities and whether the unit is energy efficient. You might want to call the power company to see what the costs were for the prior year.
4. The location of the unit, including when applicable, proximity to public transportation, employment center, schools, medical and shopping facilities.

Be sure to keep track of the units you view on a sheet of paper. You have a time limit of 120 days from the issuance of your Housing Choice Voucher, to turn in a completed Request for Tenancy Approval (RFTA) and have your unit inspected and passed.

Remember, if you are unable to find a unit to rent within that 120 day time period you must request an extension at least one week prior to the Voucher expiration.

If your Housing Choice Voucher expires before you have submitted a Request for Tenancy Approval or a written request for an extension, your name will be removed from the waiting list or, if you are a current participant, you will be removed from the program, and you may reapply when the waiting list is open.

When you contact an owner or landlord with an available unit, please feel free to give them our number so we can answer any questions regarding the rental assistance program. If possible, try to meet with the owner or landlord in person, and if you have references, be sure to offer them.

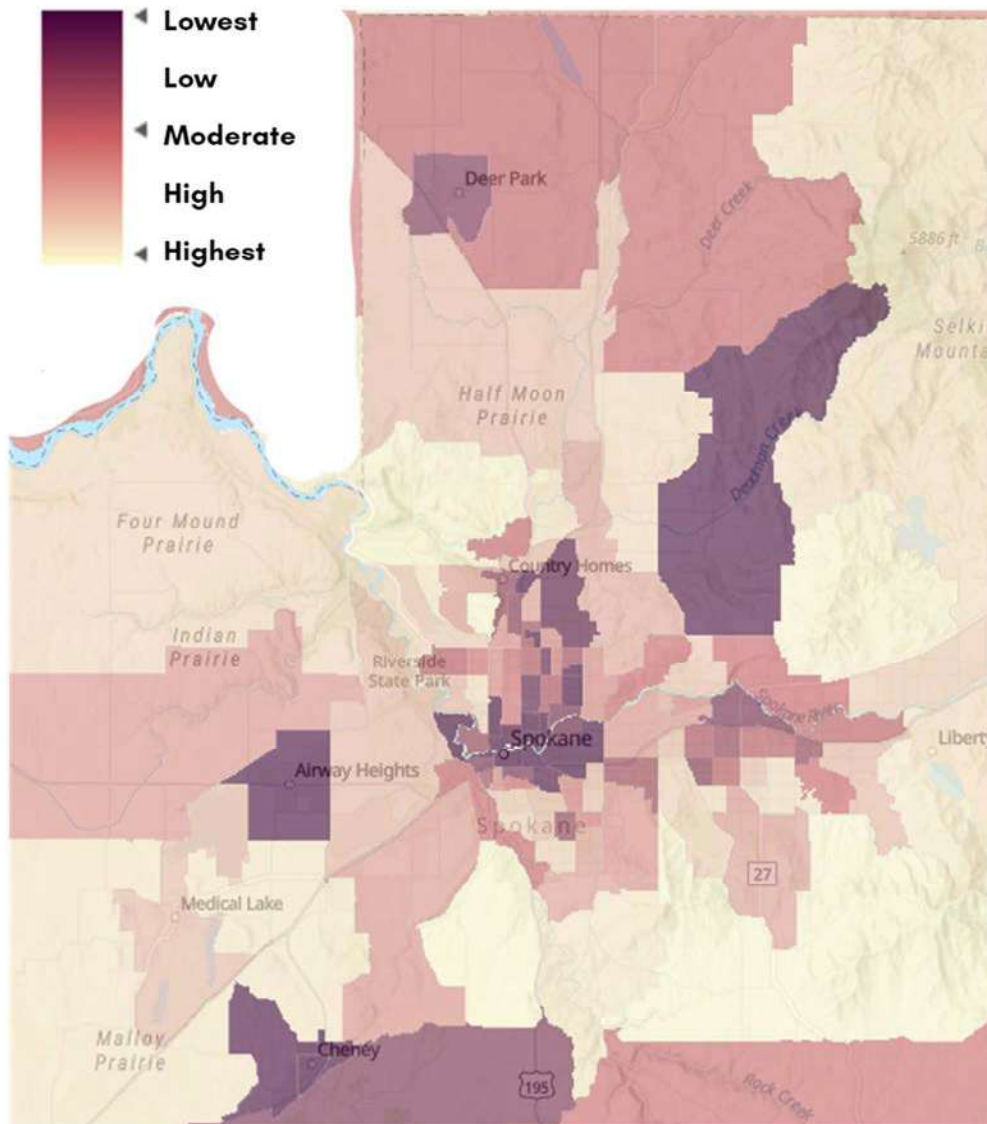
If you are having problems renting a unit due to poor rental history or debt consider enrolling in a good renter program available through other organizations.

EXPANDING YOUR HOUSING OPPORTUNITIES

Providing opportunities for your household is an important goal of the HCV program and the Spokane Housing Authority (SHA).

We take our responsibility seriously for informing families about the availability and benefits of mobility opportunities and for improving access to such housing opportunities. This includes reaching out to landlords who manage properties in areas of opportunity, providing information to HCV participants about housing opportunities, portability and encouraging and supporting families in their housing search. Some advantages of moving to an area of opportunity include:

- **Economic Opportunity:** nearby jobs, business creation, lower unemployment, and commute times.
- **Education:** school performance, graduation rates, and teacher qualifications.
- **Housing & Neighborhoods:** homeownership rates, foreclosures, parks, crime, and access to food.



SPECIAL PROGRAM REQUIREMENTS

If you are a participant of any of the following programs there are certain provisions apply that are different from the Section 8 Housing Choice Voucher program.

Family Self-Sufficiency (FSS)

- Ability to build savings
- Achieve household goals

Family Unification Program (FUP)

- Must be referred by DCYF.

VASH

- Must be in compliance with the Veterans Administration requirements in order to retain housing assistance.
- Can only port to a jurisdiction covered by the Veterans Administration.

HOMEOWNERSHIP VOUCHER PROGRAM

SHA offers a program that allows the Section 8 Voucher Subsidy to be used towards the purchase of a home. It is called the Homeownership Voucher Program.

Participation in the program is limited and there are criteria that you must meet in order to be eligible for the program such as, but not limited to:

- Must be a participant of the Section 8 rental assistance program for at least 12 months;
- Must have a minimum income that is as much as the monthly Federal SSI payment to an individual x 12 months (the Federal SSI payment amount changes yearly);
- Must be a first time homebuyer;
- Must provide 3% of the down payment, of which at least 1% of the purchase price of the home is from your personal resources.

In addition, the participant must be able to qualify for a home loan with a lender. The lender will have additional criteria that you will need to satisfy including having good credit.

If you satisfy the initial criteria listed above, have been on the Section 8 program for a year or more, and have the minimum income required, based on your most current recertification of income, then please contact us in writing. We will then send you a letter to invite you to attend an informational meeting to learn more about the Homeownership Voucher Program.

WHAT'S NEXT?

Now that you have received your voucher for housing assistance, these are the steps that you will need to follow before we can begin assistance payments.

1. *Go out and look for a place to rent.*

- Check at page 31 of this packet for web sites.
- Check with local real estate and rental management agencies.
- Check with friends, family members, and organizations in your community.
- Drive around the community looking for rental signs.

2. *Talk to the owner/agent of the property*

If you have trouble explaining how the program works, give them our telephone number and ask them to call us. Always try to talk to the owner/agent in person rather than over the phone. If you have any references, be sure to offer to give them to the owner/agent. The materials in your briefing packet are for you and the owner. Once the owner/agent has checked your references and you both decide to enter into a rental agreement, go to step 3.

3. *You and the owner fill out the Request for Tenancy Approval (RFTA)*

Be sure the Request and any attached documents are filled out completely, signed and dated. Incomplete forms may cause a delay in scheduling inspections.

4. *Return the Request for Tenancy Approval (RFTA) packet to our office.*

The Request will be reviewed to determine if the rent is reasonable and if the unit will work within your income. If it is determined that the unit will work for your situation then an inspection will be scheduled.

5. *Wait for the inspection.*

Please be patient as the inspector usually has a full calendar. Your prospective unit will be inspected as soon as possible.

You AND the landlord need to be at the inspection. This is also a good time to complete a property condition report with the landlord.

NOTE: If the unit DOES NOT PASS the initial inspection, your potential landlord will be given a list of repairs that need to be completed.

6. *Make any repairs listed by the inspector.*

Once the repairs are completed, call the office to schedule a re-inspection of the unit.

7. ***The usual effective date*** of the leases and contracts will be the date the unit passes inspection, or the first of the month following the inspection if you are a mover, and the lease is signed by you and the owner, unless otherwise agreed upon by SHA, the owner and yourself. In no situation can the lease be dated "back" prior to the inspection passing date. If you move in prior to the unit passing inspection you are responsible to pay the full amount of the rent until the unit passes the inspection.

8. ***Pay your security deposit and your share of rent.*** Plan to pay your security deposit and your share of the first month's rent by the time you move in unless other arrangements have been agreed upon by you and the landlord.

9. *CONGRATULATIONS, you are ready to move into your new home!*