



Lake County Housing Authority  
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# Housing Choice Voucher Landlord Handbook



## **Our Mission Statement:**

**“Our commitment is to serve the Lake County community with housing opportunities and options.”**

## **Our Motto:**

**“Service Above All Else”**

## *Office Hours*

Monday, Tuesday, Thursday and Friday 8:00 a.m. to 4:00 p.m.  
Wednesday 8:00 a.m. to 12:00 p.m.

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# Welcome to the Lake County Housing Authority

## Housing Choice Voucher Program

We are excited to have you join the Lake County Housing Authority (LCHA) in meeting the housing needs of families in our community! This Handbook will help you be a successful landlord with the Housing Choice Voucher (HCV) program. We hope that you find it useful and will refer to it often.

### What is the Housing Choice Voucher (HCV) Program?

The Housing Choice Voucher Program is a rent subsidy program funded by the Department of Housing and Urban Development (HUD) and administered by the Housing Authority. The purpose of the HCV program is to provide rental assistance to low income families.

### What is a Housing Choice Voucher?

The Housing Choice Voucher allows the Housing Authority to pay rental assistance based on the tenant's income. The tenant will be responsible to pay at least 30% of their monthly income but no more than 40% for rent and utilities. The requested rent must be comparable to other similar units in the area AND not exceed 40% of the tenant's monthly income.

### What are the Benefits to a Landlord?

Over the years, many landlords and property managers have come to appreciate the following advantages of the Housing Choice Voucher program:

- Having a contracted monthly assistance payment that is on time (1<sup>st</sup> business day) each month.
- If the tenant's income decreases, their portion of the rent can be lowered and the Housing Authority's portion can be increased, so the Landlord receives the full rent amount.
- There is minimal paperwork to be done and Landlords can use their own lease and screening process for tenant selection.
- Inspections done by the Housing Authority will help you to maintain your property. Keeping your property well maintained helps ensure its resale value and also makes it easier to lease up again when a participant does vacate.
- The program provides an additional avenue for locating tenants to fill vacant units and a listing tool to list vacant units. Website for property listing: <http://www.lakecountyha.org/pl/login.aspx>.

### How does a Landlord Participate in the HCV program?

Any landlord willing to work within the guidelines of the Housing Choice Voucher program can rent their unit on the HCV program. The rent must be within the program limits and comparable to other rents in the area, the unit must meet the Housing Quality Standards (HQS), and the landlord must be willing to maintain and enforce their obligations under the Housing Assistance Payment (HAP) contract. Available units to rent are listed on our website.

## Who is an Eligible Housing Choice Voucher Participant?

The eligibility requirements for admission to the HCV program are;

- Qualify as a Family as defined by HUD and the Housing Authority.
- Have income at or below HUD-specified income limits.
- Qualify on the basis of citizenship or the eligible immigrant status of head of household.
- Provide social security information for all family members as required by HUD.
- Authorize the Housing Authority to verify family information as it pertains to income, expenses, and criminal screening.

Once the Housing Authority approves the applicant/family for admission to the program and the family attends a briefing, they are issued the Voucher. At the briefing, the family will receive information about searching for a unit and the amount of subsidy they will receive. The family also receives a Request for Tenancy Approval (RFTA) to take to the prospective owner to complete with them. The owner is responsible to screen the family for references and suitability to lease their unit.

## How does the Process Work?

Once the family finds a landlord willing to participate, the following process begins:

### Tenant Screening

When a participant approaches a landlord about renting a unit, it is important to remember they have only been screened by the Housing Authority for program eligibility criteria and have not been screened for suitability. This should be the first step performed by the landlord. The Housing Authority assists the landlord in screening by supplying the name, address and telephone number of their previous landlords, if known. The Owner must request this information **AFTER** the RFTA is returned. It is permissible to charge an application fee to the prospective tenant as long as it is the same fee charged to other unassisted tenants.

### The Request for Tenancy Approval

If the tenant passes the landlord's screening criteria, the tenant and landlord must complete the Request for Tenancy Approval (RFTA). The form may be faxed or scanned initially, however the housing authority **must** obtain the original before payment is issued. The Housing Authority will look first at the rent requested by the landlord. It must be comparable to rents for other similar units in the area and the tenant's portion must not exceed 40% of their income. If these requirements are met, an inspection will be scheduled.

### Unit Rent Approval

Before the initial lease-up on the HCV program, a unit must meet two rent tests:

1. The unit must be rent reasonable in comparison to other rents charged for comparable unassisted units; and
2. The gross rent (rent plus utilities) may not exceed 40% of the family's monthly adjusted income.

If the requested rent amount meets these two criteria, the unit is scheduled for an inspection. If the requested rent does not meet both of these criteria, the landlord will be asked to negotiate a lower rent. There is no obligation to alter the rent. However, if the landlord is unable to lower the rent, the unit cannot be used on the program and the participant will need to look elsewhere. There can be no side agreements between the landlord and the tenant requesting the tenant to pay the difference.

## **Payment Standards**

A “Payment Standard” is used to calculate the monthly housing assistance payment for a family. Lake County Housing Authority establishes Payment Standard amounts for each unit size. Payment Standards change every year. Payment Standards include the cost of rent and utilities of a unit. The Payment Standard is the maximum monthly subsidy payment.

## **Utility Allowance**

The Utility Allowance is the HA’s estimate of the average monthly utilities that the tenant is required to provide. If all utilities are included in the rent, there is no utility allowance. Utility allowances will vary by unit size and the family’s voucher size. The utility that the family is responsible to pay is included in their gross rent.

## **Dwelling Lease and Contract**

The lease and Housing Assistance Payment (HAP) contract must be signed and received by the HA before payment on a unit can begin. Landlords who use a standard dwelling lease for their unassisted units may continue to use their own leases, in conjunction with the HUD mandated Tenancy Addendum, for all new HCV contracts. The original lease must be submitted to the Housing Authority prior to payment being made. The original will be returned to the landlord.

The HA direct deposits payments on the first working day of each month and on or about the 15<sup>th</sup> of each month. The issuance of the first payment depends on the timing and receipt of all required documents. **DIRECT DEPOSIT IS MANDATORY.** The landlord, in accordance with the lease, should collect the tenant’s portion of rent as well as their security deposit amount (if applicable). Collecting amounts that are not listed on the contract is a violation of the program. You can check your payment status on our website under the owner’s section.

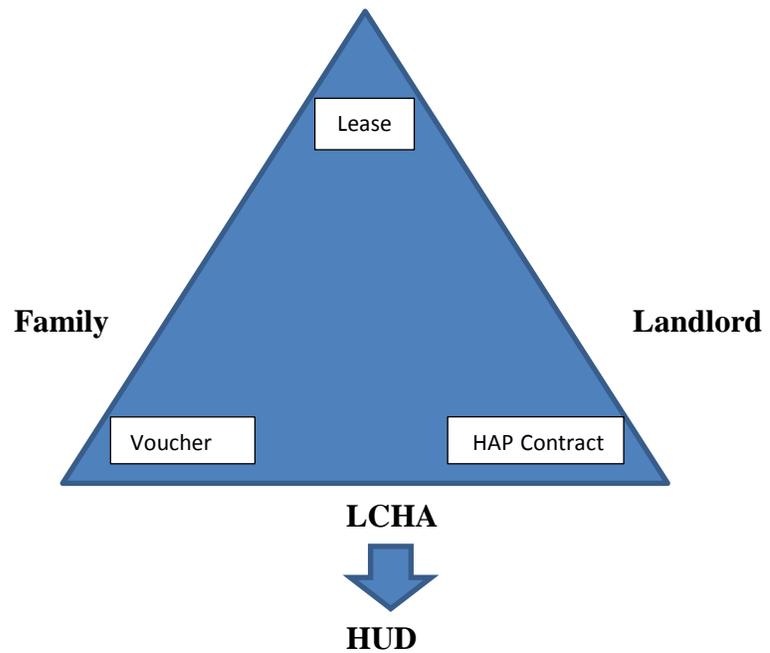
## **Rent Increases**

Units on the HCV program are eligible for a rent increase after the initial term. Landlords are sent a copy of the tenant’s annual re-certification notice which typically coincides with the lease renewal.

There is no set limit on the amount of rent increase; however, the rent must continue to be reasonable to similar units in the area. It is important to remember, the tenant’s portion may go up and affordability may become a factor if their portion gets too high for them to pay. No increases are approved, if they are not acceptable in the fair market. HCV tenants cannot set the market and no HCV tenant can pay more for an assisted unit than is accepted in the local market.

## It's a Partnership:

- Family
- Landlord
- Lake County Housing Authority
- HUD



## Inspection Process

Housing Quality Standards (HQS) play an important role in the administration of the HCV program. A passed inspection is required before a Housing Assistance Payment (HAP) contract can be entered into. The basic purpose of the inspection is to insure that the unit meets all the minimum inspection standards set by HUD. If the unit fails the initial inspection, all failed items must be corrected prior to the subsidy being paid on the unit.

## Why does a unit fail?

Units sometimes fail housing inspections because landlords and tenants are not familiar with HQS requirements and/or have not assessed the condition of the unit prior to the scheduled inspection. For these reasons, the Housing Authority encourages landlords and tenants to conduct pre-inspections and have all utilities turned on prior to the scheduled inspection. By having the items corrected before the inspection, the inspector has a better chance of passing the unit the first time. This will save valuable time and insure an accurate initial and subsequent annual inspection.

## Subsequent Inspections

The Housing Authority is also required to inspect the unit annually. The unit must pass inspection in order to continue to receive the Housing Assistance Payment. In most cases, if the unit fails the inspection, the Housing Authority will allow the landlord up to thirty (30) days to make the repairs. However, if the failed item is considered to be life threatening, Federal law requires the repair to be made within 24 hours or 5 days depending on severity.

## What happens if the repairs not complete?

While it is generally the landlord's responsibility to maintain the condition of the assisted unit in accordance with the regulations, the landlord may hold the tenant responsible for tenant caused damage. The landlord may require the tenant to repair or pay for those items that are tenant caused. A letter is sent to the landlord for the failed repair items. The letter states when a re-inspection will be conducted. The letter also states if the repairs are not completed, when the HAP will be abated and when the contract will terminate.

Abatement, or the withholding of Housing Assistance Payment (HAP), applies when the Housing Authority verifies that the repairs have not been completed to meet minimum HQS requirements within the time period given. On those occasions when the landlord does not complete the repairs, the Housing Authority's portion of the contract rent will be abated. Once the repairs have been made, the Housing Assistance Payments will resume, prorated from the date the unit passes. The tenant cannot be held responsible for the abated Housing Assistance Payment.

If the unit remains under abatement and repairs are not completed, the HAP contract will be terminated and no further assistance will be paid on this unit. The tenant can either stay in the unit and pay the full rent or move from the unit.

## The Most Common Deficiencies Resulting in a Failed Inspection

**Entry Doors:** Must lock securely. Check the weather-stripping. If there are gaps that let air in, weather-stripping must be applied. Check the doorjamb and strike plate for defects. An interior lock must not require a key to exit.

**Windows:** Those designed to open must open. First floor units and those accessible from the ground must be able to be locked. The window panes must not be broken or severely cracked.

**Electrical Hazards:** HUD requires that a unit must be free of any possible electrical hazards. All electrical outlets and switches must have cover plates that are not cracked and they must be secured to the wall. Also, there can be no exposed wiring in the home and all light fixtures must be properly mounted to the wall or ceiling and must be working. Breaker boxes must have all open spaces filled with knock outs or blank spaces and must not have any exposed wires.

**Oven/ Range:** Clean the range and oven to ensure that it would not be a fire hazard. Burners must lay flat and all elements must be working properly. Be sure all knobs and dials are on the appliance. Please insure filter screen is installed in front of the fan.

**Refrigerator:** Check the rubber gasket around the doors. If it's loose or missing, it needs to be replaced.

**Heating and Plumbing:** The heating system must be on, working properly, and provide adequate heat. Be sure all heat sources are clear of furniture, bedding, clothing, and other items. The furnace must be safe and working properly. Check for any leaks in the plumbing fixtures (sinks, toilets, showers, etc.) and repair if necessary.

**Hot Water Heater:** Must have a temperature pressure relief valve and discharge line that extends to within 6 inches of the floor. Discharge tubing must be of the appropriate type of material – either galvanized steel or copper or CPVC piping (Do not use PVC). There should be no exposed wires. In addition, flammable material should not be stored near the hot water tank. If the fuel source is gas, a shield should be over the ignitor.

**Flooring:** Carpets or vinyl that is frayed or torn, or that would be a tripping hazard must be repaired. Exposed carpet tacks or thresholds, which are loose, must be repaired. Please check and repair floors that have dry rot. Dry rot is commonly found in the bathroom, around the bathtub and toilet.

**Smoke detectors and Carbon monoxide detectors:** A working smoke detector must be on each floor of the dwelling unit and must have a tester button. If the unit has combustible fuel source (gas) or an attached garage, a Carbon Monoxide detector is required within 15ft of ANY sleeping area. Units occupied by a hearing impaired persons, must be equipped with a smoke alarm designed for the hearing impaired and mounted in the bedroom occupied by the hearing impaired individual.

**Ventilation:** Bathrooms require either an exhaust fan or a window that opens for ventilation.

**Decks, Railings, Steps:** HUD requires that all stairways with 4 or more steps must have a handrail. The handrail must be securely supported in order to provide adequate safety for the user. Decks, rails and steps, must also be free of dry rot and tripping hazards.

**Peeling Paint:** No deteriorated and/or peeling paint on the inside or outside of the unit is acceptable. If the building was constructed prior to 1978 and a child under the age of 6 occupies the unit, further EPA regulations must be followed.

Housing Assistance Payments can be effective the day the unit passes HQS or the predetermined, mutually agreed upon future date. The unit will then be inspected annually to ensure that it remains in compliance with HQS.

The landlord and tenant could complete a move in checklist report on their own. A copy of this report should be given to the tenant and retained in their file.

## Inspection Preparation Checklist

<b>Electricity</b>	<ol style="list-style-type: none"> <li>1) Do all light fixtures and outlets work properly?</li> <li>2) Are all outlets, light switches and fuse boxes properly covered with no cracks or breaks in the cover?</li> <li>3) Are light/electrical fixtures securely fastened without any exposed wires?</li> </ol>
<b>HVAC</b>	<ol style="list-style-type: none"> <li>1) Are gas and electric services connected?</li> <li>2) Is there adequate heat in all living spaces?</li> </ol>
<b>Plumbing</b>	<ol style="list-style-type: none"> <li>1) Is there hot and cold running water in baths and kitchen?</li> <li>2) Do all drains work properly?</li> <li>3) Are there gas traps under sinks?</li> <li>4) Are there any leaks?</li> </ol>
<b>Hot Water Heater</b>	<ol style="list-style-type: none"> <li>1) Does the hot water heater have a temperature pressure relief valve?</li> <li>2) Is there a discharge line that extends towards floor? (6 inches maximum from floor)</li> <li>3) If the fuel is gas, is there a shield covering the igniter?</li> <li>4) Is the flue clear of combustible materials?</li> </ol>
<b>Bathroom</b>	<ol style="list-style-type: none"> <li>1) Is toilet securely fastened with no leaks or gaps?</li> <li>2) Is there an exhaust fan or an exterior window that opens?</li> </ol>
<b>Kitchen</b>	<ol style="list-style-type: none"> <li>1) Do all burners on the stovetop ignite; does the oven work and are all knobs present?</li> <li>2) Does the refrigerator/freezer cool properly?</li> </ol>
<b>General Safety</b>	<ol style="list-style-type: none"> <li>1) Do all windows accessible from outside have a lock? Do they open and close properly? Are any broken or cracked?</li> <li>2) Do the entry doors have locks that can be opened with a key from the outside and a knob/latch from the inside?</li> <li>3) Is there a working smoke detector on every level of the unit?</li> <li>4) Are the floors, walls and ceilings free from large holes, cracks, and moisture problems?</li> <li>5) Are floors free of tripping hazards?</li> <li>6) Is the interior and exterior free of any deteriorated paint?</li> <li>7) (includes; interior ceilings, walls, woodwork and windows, exterior walls, windows, porches, soffits and fascia)</li> <li>8) Is there a handrail where there are four or more steps? Are the gutters free from debris and firmly attached?</li> <li>9) Is the unit free of insect or rodent infestation?</li> </ol>

You may call with any questions regarding Lake County Housing Authority's inspection process.

## Responsibilities of the Landlord

The landlord has an obligation to both the Housing Authority through the Housing Assistance Payments (HAP) Contract and to the tenant through the lease. The HAP contract states that the landlord agrees to the following:

1. The landlord will maintain the unit and premises in accordance with the Housing Quality Standards.
2. The landlord will assure that the unit is leased only to those family members listed on the HAP contract.
3. The landlord will assure that the total rent for the HCV unit does not exceed rents charged for other unassisted units in the premises.
4. The landlord has not and will not receive any other form of payment for the unit while under contract.
5. The landlord will assure that the family does not own or have any interest in the unit.
6. The landlord is not related in any way to the family (except in the case of a disabled resident) nor does the landlord currently reside in the unit.
7. The landlord will not commit fraud, bribery, drug-trafficking, or any other corrupt or criminal action.
8. The landlord will enforce the tenant obligations listed on the lease, especially those involving illegal drug use and violent criminal activity.
9. The landlord will decide what utilities the tenant will be responsible for and what utilities will be included in the rent before the lease begins.

The obligation to the tenant is outlined in the lease or Tenancy Addendum whereby the landlord agrees to maintain the unit in accordance to the Housing Quality Standards and to enforce the tenant obligations listed on the lease.

## Responsibilities of the Tenant

In order to participate on the HCV program, a tenant has agreed and signed a statement saying they understand their responsibilities to both the landlord and the Housing Authority. The tenant responsibilities to the landlord are listed on the lease or Tenancy Addendum and include, but are not limited to, such items as:

1. Payment of rent and any utilities listed as their responsibility.
2. To use the unit as their principal place of residence.
3. Not to sublease the unit or allow unauthorized people to reside in the unit.

The tenant responsibilities to the Housing Authority are listed on the Voucher and include, but are not limited to the following:

### A. The family **MUST**:

- Supply any information that the Housing Authority 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.
- Promptly notify the Housing Authority in writing when the family is away from the unit for an extended period of time in accordance with Housing Authority policies.
- Notify both the Housing Authority and the landlord in writing before moving out of the unit or terminating the lease.
- Allow the Housing Authority to inspect the unit at reasonable times and after reasonable notice.
- Request Housing Authority written approval to add any family member as an occupant of the unit.

- Give the Housing Authority a copy of any landlord issued eviction notice.
- Supply true and complete information.

**B. The Family (including each family member) must NOT:**

- Own or have any interest in the unit (other than in a cooperative, or landlord of a manufactured home leasing a manufactured home space).
- Commit any serious or repeated violation of the lease.
- Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
- Participate in illegal drug or criminal activity.
- Sublease or sub-let the unit or assign the lease or transfer the unit.
- Damage the unit or premises (other than damages from ordinary wear and tear) or permit any guest(s) to damage the unit or premises.

## **Termination of Assistance by the Housing Authority**

Although the Housing Authority will work with tenants and landlords in an attempt to overcome any problems which may occur while on the HCV program, there may come a time where the only option left is to terminate the housing assistance payments which are being made on the tenant's behalf. Listed below is a non-inclusive list of reasons for termination:

- If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel;
- In a case of unreported or under-reporting of income, the family enters into a repayment agreement. If they are not in compliance with the agreement with the Housing Authority;
- If the family violates their family obligations listed on the Voucher;
- If any member of the family fails to sign and submit consent forms for obtaining necessary information.

When the Housing Authority initiates an action to **terminate** the assistance, written notice of this decision is sent to the landlord. However, the tenant has the right to request an informal hearing to contest the decision.

## **Voluntary Tenant Withdrawal**

In accordance with the lease or lease addendum, a tenant wishing to remain on the HCV program is required to remain in the unit for at least the initial term of the lease before being given the option to move. However, a tenant may choose to withdraw from the HCV rental assistance program at any time. If they do, the Housing Assistance Payment contract with the landlord terminates. In accordance with the HAP contract, when the HAP contract terminates, the lease terminates automatically. At that point, it is up to the landlord and tenant whether to continue the tenancy.

## **Termination of the Lease by the Landlord**

During the term of the lease, a landlord has the right to terminate the tenancy of a tenant who is in violation of the lease; however, it must be by court eviction. Any eviction notice must be issued in accordance with the lease and State and local law. During the term of the lease, the landlord must have cause to terminate. Copies of any eviction notices must be given to the HA at the same time the landlord notifies the tenant.

## Fair Housing

The Department of Housing and Urban Development (HUD) enforces the Fair Housing Act, which prohibits discrimination and the intimidation of people in their homes, apartment buildings, and condominium developments—in nearly all housing transactions, including the rental and sale of housing and provision of mortgage loans (Fair Lending).

Fair Housing involves individuals and families having the information, opportunity, and options to live where they choose without unlawful discrimination and other barriers.

What is prohibited in the sale, rental of housing and in mortgage lending?

No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin. Some examples are:

- Refuse to rent or sell housing or make a mortgage loan;
- Refuse to negotiate for housing.
- Make housing unavailable;
- Otherwise deny a dwelling;
- Set different terms.
- Provide different housing services;
- Falsely deny that housing is available for inspection.

You may file a Housing Discrimination Complaint with HUD by contacting the National Discrimination Hotline 1-800-927-9275. For more information about the Fair Housing Act, please visit [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing).

***Thank You for Your Participation in the Housing Choice Voucher program.***

For more information and questions regarding the Housing Choice Voucher program, you may:

- Contact us at 847-223-1170
- Visit Our Website: [www.lakecountyha.org](http://www.lakecountyha.org)
- Like Us On Facebook! [www.Facebook.com/LakeCountyHA.org](http://www.Facebook.com/LakeCountyHA.org)
- Twitter: [@LakeCountyHA](https://twitter.com/LakeCountyHA)
- Join our mailing list: Text [LCHA to 22828](tel:8472231170) to get started

