

# Chapter 1

## INTRODUCTION

The Augusta Housing Authority is pleased to learn of your interest in our Section 8 Housing Choice Voucher Program. The information contained in this **Briefing Packet for Owners** will be useful in explaining program procedures for the Section 8 Housing Choice Voucher Program. This briefing packet has valuable information including forms and documents that should be read carefully and filed with important housing documents for future reference.

Group briefings will be held for Owners periodically to provide updates to any policies, procedures, rules and regulations. All new Owners will receive a personal invitation and current Owners will be notified by mail and/or advertisement. Prospective Owners are also welcome to attend. The purpose of the briefing is to assure successful Owner participation in the program. The briefing covers the responsibilities and roles of the three parties (Augusta Housing Authority, Client and Owner).

### A. GOALS OF THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

The success of the Section 8 Housing Choice Voucher Program depends on this agency being able to contract with property Owners and Agents who have decent, safe, sanitary and affordable rental housing units for low income Families. Participation in the Section 8 Housing Choice Voucher Program is voluntary. The rental housing subsidy that is provided by the Section 8 Housing Choice Voucher Program gives Families an opportunity to rent in many different neighborhoods throughout the jurisdiction.

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

The Augusta Housing Authority has the following goals for the Section 8 Housing Choice Voucher Program:

- To encourage self-sufficiency of participant Families and assist in the expansion of Family opportunities that address educational, socio-economic, recreational and other human services needs.
- To attain and maintain a high level of standards and professionalism in our day-to-day management of all program components.
- To administer an efficient, high-performing agency through continuous improvement of the Augusta Housing Authority's support systems and commitment to our employees and their development.
- To provide decent, safe, and sanitary housing for very low income Families while maintaining their rent payments at an affordable level.
- To promote fair housing and the opportunity for very low-income Families of all ethnic backgrounds to experience freedom of housing choice.
- To promote a market-driven housing program that will help qualified low-income Families be successful in obtaining affordable housing and increase the supply of housing choices for such Families.

**B. RESPONSIBLE PARTIES WITHIN THE SECTION 8 HOUSING CHOICE  
VOUCHER PROGRAM**

The Section 8 Housing Choice Voucher Program consists of a three-way partnership among the Augusta Housing Authority, the Family or tenant and the Owner of the rental housing unit. The relationships are as follows: The Augusta Housing Authority will execute a Voucher with a Family, the Owner and Family execute a lease agreement and the Augusta Housing Authority and the Owner executes a Housing Assistance Payments (HAP) Contract.

## Chapter 2

### SELECTION TO BECOME AN OWNER

When an Owner decides to participate in the Augusta Housing Authority's Section 8 Housing Choice Voucher Program, the Owner must place the property on the property listing maintained by the Assisted Housing Department.

#### A. OWNER'S REQUEST FOR PARTICIPATION IN THE PROGRAM

The Owner may pick up a **Request for Property Listing Form** and a **Request for Owner's Information Form** from the Augusta Housing Authority's Central Office located in the J. Madden Reid Administrative Building, 1435 Walton Way, Augusta, Georgia. The Owner must return these forms to the office. Once the forms have been completed, the Assisted Housing Department staff will list the property on the Property Availability List to inform Voucher holders of the vacant units. A sample of the Request for Property Listing Form and Request for Owner's Information Form are attached.

Owners must provide the current address of their residence or a post office box number. Owners must provide an Employer Identification Number (EIN) or Social Security Number (SSN). Owners must also submit proof of ownership of the property, such as a deed, and a copy of the Management Agreement if the property is managed by a management agent.

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

#### B. DISAPPROVAL OF OWNER

Participation in the Section 8 Housing Choice Voucher Program is totally voluntary. An Owner wanting to participate in this program does not have a right to participate in the program. For purposes of this section, "Owner" includes a principal or other interested party.

The Augusta Housing Authority will disapprove the Owner for the following reasons:

- U.S. Department of Housing & Urban Development (HUD) or other agency directly related has informed the Augusta Housing Authority that the Owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
- HUD has informed the Augusta Housing Authority that the federal government has instituted an administrative or judicial action against the Owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
- HUD has informed the Augusta Housing Authority that a court or administrative agency has determined that the Owner has violated the Fair Housing Act or other federal equal opportunity requirements.

- Unless their lease was effective prior to June 17, 1998, the Owner may not be a parent, child, grandparent, grandchild, sister or brother of any Family member. The Augusta Housing Authority will waive this restriction as a reasonable accommodation for a Family member who is a person with a disability.
- In cases where the Owner and tenant bear the same last name, the Augusta Housing Authority may, at its discretion, require the Family and or Owner to certify whether they are related to each other in any way.
- The Owner has violated obligations under a Housing Assistance Payments (HAP) Contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- The Owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.
- The Owner has engaged in drug-related criminal activity or any violent criminal activity.
- The Owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
- The Owner has a history or practice of renting units that fail to meet State or local housing codes.
- The Owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
  - Threatens the right to peaceful enjoyment of the premises by other residents;
  - Threatens the health or safety of other residents, of employees of the Augusta Housing Authority, or of Owner employees or other persons engaged in management of the housing;
  - Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
  - Is drug-related criminal activity or violent criminal activity.
- The Owner has not paid State or local real estate taxes, fines or assessments.
- The Owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

**C. OWNER RESTRICTIONS AND PENALTIES**

If an Owner has committed fraud or abuse or is guilty of frequent or serious contract violations, the Augusta Housing Authority will restrict the Owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The Augusta Housing Authority may also terminate some or all contracts with the Owner.

Before imposing any penalty against an Owner the Augusta Housing Authority will review all relevant factors pertaining to the case, and will consider such factors as the Owner's record of compliance and the number of violations.

**D. RESPONSIBILITIES OF THE OWNER**

The Owner is responsible for performing all of the Owner's obligations under the Housing Assistance Payments (HAP) Contract and the Dwelling Lease. The Owner is responsible for the following:

1. Performing all management and rental functions for the assisted unit, including selecting a Voucher holder to lease the unit, and deciding if the Family is suitable for tenancy of the unit;
2. Maintaining the unit in accordance with the Housing Quality Standards, including performing ordinary and extraordinary maintenance;  
Family maintenance responsibilities: The Family is responsible for a breach of the Housing Quality Standards that is caused by any of the following:
  - The Family fails to pay for any utilities that the Owner is not required to pay for, but which are to be paid by the tenant;
  - The Family fails to provide and maintain any appliances that the Owner is not required to provide, but which are to be provided by the tenant; or
  - Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).
3. Complying with equal opportunity requirements;
4. Preparing and furnishing to the Augusta Housing Authority information required under the Housing Assistance Payment Contract;
5. Collecting rent from the Family:
  - Any security deposit.
  - The tenant contribution (the part of rent not covered by the Housing Assistance Payment).
  - Any charges for unit damage by the Family.
6. Enforcing tenant obligations under the Dwelling Lease;
7. Paying for utilities and services (unless paid by the Family under the lease); and
8. Complying with provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person.

An Owner may contract with any private or public entity to perform for a fee the services required by the above paragraph of this section; provided, that such a contract shall not shift any of the Owner's responsibilities or obligations.

#### **E. TENANT SCREENING BY OWNER**

The Augusta Housing Authority selects eligible Families for participation in the Section 8 Housing Choice Voucher Program in accordance with Federal regulations. The Augusta Housing Authority's selection of an applicant for participation in the Section 8 Program is not a representation by the Augusta Housing Authority to the Owner concerning either the Family's expected behavior as a tenant or its suitability as a tenant.

The Owner is responsible for screening and selection of the Family to occupy the Owner's unit. At or before Augusta Housing Authority approval of the tenancy, the Augusta Housing Authority will inform the Owner that screening and selection for tenancy is the responsibility of the Owner. The Owner is responsible for screening Families based on their tenancy histories, including such factors as:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;

- Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and
- Compliance with other essential conditions of tenancy.

If requested in writing, the Augusta Housing Authority will give the Owner the Family's current and prior address as shown in the Augusta Housing Authority's records; and the name and address (if known by the Augusta Housing Authority) of the landlord at the Family's current and prior address. The same types of information will be supplied to all Owners at their written request.

#### **F. HOUSING DISCRIMINATION**

The Augusta Housing Authority will not provide assistance where the Family alleges that illegal discrimination, on grounds of race, color, religion, sex, national origin, age, familial, or handicap is preventing them from finding a suitable unit. In this case, the Augusta Housing Authority will provide the Family with a copy of the HUD-prescribe form for use in filing a housing discrimination complaint. If an Owner violates the Fair Housing laws, the Owner may be denied participation in the Section 8 Housing Choice Voucher Program and may have discrimination charges brought against him or her. It is in the Owner's best interest to utilize the same method of screening and selection for all renters and to keep complete documentation.

#### **G. REASONABLE ACCOMMODATION AND MODIFICATIONS**

Owners cannot discriminate against Families with disabilities and should be aware of their obligations to make reasonable modifications to the unit for such Families, at the Family's expense, as required for all persons with disabilities under the Fair Housing Act for the private rental market. To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following American with Disabilities Act (ADA) definition:

- A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
- A record of such impairment; or
- Being regarded as having such an impairment.

#### **H. REQUEST FOR TENACY APPROVAL**

When a Family has found a unit they want to lease and the Owner is willing to lease, the Family shall submit to the Augusta Housing Authority a **Request for Tenacy Approval** (RFTA) signed by the Owner of the unit and the Family. The Family must also submit a copy of the proposed Dwelling Lease.

The Augusta Housing Authority will review the proposed Dwelling Lease and the RFTA documents to determine whether or not they are approvable. The following items will be considered prior to approval:

- The unit is an eligible type of housing;
- The unit meets HUD's Housing Quality Standards;
- The rent is reasonable;
- The security deposit is approvable in accordance with any limitations outlined in this packet;
- The proposed lease complies with HUD and Augusta Housing Authority requirements; and

- The Owner is approvable, and there are no conflicts of interest.

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

If there are defects or deficiencies, which must be corrected in order for the unit to be decent, safe, and sanitary, the Owner will be advised by the Augusta Housing Authority of the work required to be done. Before a HAP Contract is executed, the unit must be re-inspected to verify the necessary work has been performed and that the unit is decent, safe, and sanitary.

Occupancy of the housing which requires repairs in order to be made decent, safe, and sanitary may be assisted through the Section 8 Housing Choice Voucher Programs only after such repairs have been made.

## **I. DISAPPROVAL OF RFTA**

If the Augusta Housing Authority determines that the request cannot be approved, the Owner and the Family will be notified in writing. The Augusta Housing Authority will instruct the Owner and Family of the steps that are necessary to approve the request. The Owner will need to submit an approvable RFTA within a reasonable time from the date of disapproval.

When, for any reason, an RFTA is not approved, the Augusta Housing Authority will furnish another RFTA form to the Family along with the notice of disapproval so that the Family can continue to search for eligible housing.

**CAUTION: If the Owner allows a Family to move into a unit prior to execution of a HAP Contract with the Augusta Housing Authority, the Owner is doing so at his/her own risk. The Augusta Housing Authority will not be obligated to make a payment to the Owner on behalf of the Family during this period.**

## **J. NEIGHBORHOOD ASSOCIATIONS**

Owners should make Families aware of any neighborhood associations that may be established in the neighborhood in which his/her new Family is moving. Neighborhood associations vary in their intent.

## Chapter 3

### **DWELLING LEASE AGREEMENT and TERMINATIONS**

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

#### **A. DWELLING LEASE AGREEMENT**

If the Augusta Housing Authority determines that a unit which an eligible Family wishes to lease is in decent, safe, and sanitary condition and that the rent is reasonable, the Augusta Housing Authority will notify the Family and the Owner that a lease can be executed between the two parties. Additionally, the Augusta Housing Authority will notify the Owner that the Housing Assistance Payments (HAP) Contract is being prepared for execution between the Augusta Housing Authority and the Owner.

The lease and the HAP Contract must specify what utilities and appliances are to be supplied by the Owner, and what utilities and appliances are to be supplied by the Family.

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

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

The Family is not responsible for payment of the portion of the rent to Owner covered by the housing assistance payments under the HAP Contract between the Owner and the Augusta Housing Authority. The Augusta Housing Authority's failure to pay the housing assistance payments to the Owner is not a violation of the lease between the Family and the Owner.

**During the terms of the dwelling lease agreement, the Owner may not terminate the tenancy of the Family for nonpayment of the Augusta Housing Authority housing assistance payment.**

#### **B. OFFER OF NEW DWELLING LEASE BY OWNER TO FAMILY**

The Owner may offer the Family a new Dwelling Lease for execution by the Family for a term beginning at any time after the initial term of the lease. The Owner shall give the Family written notice of the offer, with copy to the Augusta Housing Authority, at least thirty (30) days before the proposed commencement date of the new lease term. The offer may specify a reasonable time limit for acceptance by the Family.

#### **C. TERMINATION OF TENACY BY FAMILY: MOVES**

The Family may terminate the lease at any time without cause, after the term of the lease, in accordance with the Dwelling Lease provisions with a written notice by the Family to the Owner (with a copy to the Augusta Housing Authority).



#### **D. TERMINATION OF TENANCY BY OWNER**

If the Owner wishes to terminate the lease, the Owner must provide proper notice as stated in the lease. During the term of the lease, the Owner may not terminate the tenancy except for the grounds stated in the HUD regulations.

During the term of the lease the Owner may only evict for the following:

Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease;

Violations of Federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises or any drug-related criminal activity on or near the premises; and

Other good cause.

During the initial term of the lease, the Owner may not terminate the tenancy for "other good cause" unless the Owner is terminating the tenancy because of something the Family did or failed to do.

If the Owner terminates a Family's lease, the Owner must give the Family a written notice that specifies the grounds for termination of tenancy. The notice of the grounds must be given at or before commencement of the eviction action. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under State or local law to commence an eviction action. The Owner must give the Augusta Housing Authority a copy of any Owner eviction notice to the Family. The Owner may only evict the Family from the unit by instituting a court action.

The Owner must give the Family and the Augusta Housing Authority a notice of HAP Contract termination if the Owner terminates the tenancy for other good cause that is a business or economic reason or at the expiration of the HAP Contract.

The HAP Contract terminates when the Owner in accordance with the lease terminates the lease. If the Owner has commenced the eviction process against the Family, and the Family continues to reside in the unit, the Augusta Housing Authority shall continue to make housing assistance payments to the Owner in accordance with the HAP Contract until the Owner has obtained a court judgment or other process allowing the Owner to evict the Family. The Augusta Housing Authority may continue such payments until the Family moves from or is evicted from the unit.

#### **E. EVIDENCE OF CRIMINAL ACTIVITY**

The Owner may terminate tenancy and evict by judicial action a Family for criminal activity by a covered person if the Owner determines they have engaged in the criminal activity regardless of arrest or conviction and without satisfying the standard of proof used for a criminal conviction.

#### **F. TERMINATION OF TENANCY DECISIONS**

If the law and regulation permit the Owner to take an action but does not require action to be taken, the Owner can decide whether to take the action. Relevant circumstances for consideration include the following:

- The seriousness of the offense
- The effect on the community
- The extent of participation by household members
- The effect on uninvolved household members
- The demand for assisted housing by Families who will adhere to responsibilities
- The extent to which leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action
- The effect on the integrity of the program

#### **G. EXCLUSION OF CULPABLE HOUSEHOLD MEMBER**

The Owner may require a tenant to exclude a household member in order to continue to reside in the assisted unit.

#### **H. LEASE IN RELATIONS TO THE HAP CONTRACT**

If the HAP Contract is terminated for any reason, the lease terminates automatically.

#### **I. TENANCY ADDENDUM**

The Owner's lease must include word-for-word all provisions of the U.S. Department of Housing And Urban Development (HUD) prescribed **Tenancy Addendum**. The Family shall have the right to enforce the Tenancy Addendum against the Owner, and the terms of the Tenancy Addendum shall prevail over any other provisions of the lease. The Augusta Housing Authority shall supply the HUD prescribed Tenancy Addendum form. A copy of the Tenancy Addendum is attached for guidance.

#### **J. SECURITY DEPOSIT**

The Owner is not required to but may collect one security deposit from the tenant.

Security deposits charged to Families may be any amount the Owner wishes to charge, subject to the following condition: Security deposit charged by Owners may not exceed those charged for unassisted tenants nor the maximum allowed under State or local law.

If a Family vacates the contract unit, the Owner, subject to State and local law, may use the security deposit, including any interest on deposit, in accordance with the lease, as reimbursement for any unpaid Tenant Rent, damages to the unit, or other amount which the Family owes under the lease. The Owner must give the tenant a written list of all items charged against the security deposit and the amount of each item.

If the Family vacates the unit owing no rent or other amount under the lease consistent with State or local law or if such amount is less than the amount of the security deposit, the Owner shall refund the full amount or the unused balance to the Family.

For lease-in-place Families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the Owner should settle the issue with the tenant prior to the beginning of assistance.

## Chapter 4

### HOUSING ASSISTANCE PAYMENTS CONTRACT

The Housing Assistance Payment (HAP) Contract is a contract between the Augusta Housing Authority and an Owner, in the form prescribed by the HUD. A copy of the HAP Contract is attached for review.

#### A. HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT

In the HAP Contract, the Owner agrees to lease a unit to a specified eligible Family and the Augusta Housing Authority agrees to make housing assistance payments under the Section 8 Housing Choice Voucher Program to the Owner on behalf of the Family.

The Owner must credit the monthly housing assistance payment by the Augusta Housing Authority towards the monthly rent payable to the Owner for the contract unit. The amount of the monthly housing assistance payments to the Owner may not exceed the amount of the monthly Contract Rent as outlined in the lease. If the Augusta Housing Authority determines that the Owner is not entitled to the housing assistance payment or any part of it, the Augusta Housing Authority, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the Owner (including amounts due under any other Section 8 assistance contract). The Augusta Housing Authority has no duty to pay the Owner any balance of the monthly rent in excess of the housing assistance payment.

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

#### B. HOUSING ASSISTANCE PAYMENTS TO OWNER

The Augusta Housing Authority will pay housing assistance payments to the Owner for a unit under lease by an eligible Family in accordance with the terms of the HAP Contract. The payment is the difference between the Rent To Owner (Contract Rent) and the Tenant Rent.

If an eligible Family vacates the unit in violation of the lease, the Owner will receive the housing assistance payment due under the contract for the month in which the Family vacates the unit, as the unit remains vacant.

If the Owner evicts an eligible Family, the Owner will not be entitled to any payment under this section unless the Augusta Housing Authority determines that the Owner complied with all requirements concerning lease terminations, the contract, and all applicable State and local laws. If the Owner evicts a tenant through the court system, the Owner is entitled to payments from the Augusta Housing Authority as long as the tenant is physically in the housing unit.

## Chapter 5

### **OWNERS RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS**

This chapter discusses the different types of rent that are applicable to the Section 8 Program. It is important that Owners understand the importance of each rent type and the affect they have on the Family's portion of the rent to Owner and the Augusta Housing Authority's portion to the Rent to Owner.

#### **A. FAIR MARKET RENTS (FMR)**

Fair Market Rent is the rent, including utilities (except telephone and cable), ranges and refrigerators, and all maintenance, management, and other services, which would be required to be paid in order to obtain privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. The FMR are established for each bedroom unit size in the jurisdiction. The U. S. Department of Housing and Urban Development (HUD) changes the Fair Market Rents and the changes are published in the Federal Register, usually on an annual basis. The FMR are used to help determine the Payment Standards (PS) for the jurisdiction.

#### **B. PAYMENT STANDARDS**

The Augusta Housing Authority uses the Payment Standard Schedule to determine the appropriate payment standard for a particular Family, based on the Family size and composition and the occupancy standards. The Payment Standards are established by the housing authority from the applicable Fair Market Rents for each bedroom unit size on the program. The Payment Standard is the maximum amount of housing assistance the Augusta Housing Authority will pay on behalf of the Family.

#### **C. RENT TO OWNER**

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

The Augusta Housing Authority must demonstrate that the Rent to Owner is reasonable in comparison to rent for other comparable unassisted units. A limitation on rent to Owner is the maximum rent standard at initial occupancy (24 CFR 982.508). At the time a Family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, if the gross rent for the unit exceeds the applicable payment standard for the Family, the Family share may not exceed 40 percent of the Family's monthly adjusted income. During the initial term of the lease, the Owner may not raise the amount of Rent to Owner.

**D. GROSS RENTS**

Gross rent is the total monthly cost of housing an eligible Family, which is the sum of the Rent to Owner and any housing authority Utility Allowance. In the case of rental of only a manufactured home space, the gross rent also includes the Family’s monthly payment to amortize the purchase price of the manufactured home.

**E. RENT REASONABLENESS**

The Augusta Housing Authority will not approve a lease until the Augusta Housing Authority determines that the initial Rent to Owner is a reasonable rent. The Rent to Owner for each unit must meet the following criteria:

1. Reasonable in relation to rents currently being charged for comparable units in the private unassisted market, taking into account the location, size, type, quality, amenities, facilities and management, and maintenance service of such unit.
2. Not in excess of rents currently being charged by the Owner for comparable unassisted units in the premises. The Owner must give the housing authority any information requested by the agency on rents charged by the Owner for other units in the premises or elsewhere.

The Augusta Housing Authority must re-determine the reasonable rent before any increase in the rent to Owner and in accordance with other HUD requirements. The Augusta Housing Authority may re-determine the reasonable rent at any time.

**F. TENANT RENT**

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

**G. MAXIMUM INITIAL RENT BURDEN DETERMINATION**

A Family may not pay more than forty percent (40%) of the adjusted monthly income toward the initial rent for a unit. This limit applies only at the time of initial leasing of a unit, not thereafter. This includes any move from one unit to another unit while under the program. However, this rule does not apply if the GROSS RENT (Rent to Owner plus the Utility Allowance) is less than or equal to the PAYMENT STANDARD. For example:

* Annual Adjusted Income	\$15,000
* Divided By 12 months	\$ 1,250
* 40% Limit	1,250 X 40% = \$500

According to this example, the maximum a Family is allowed to pay towards rent is \$500.00 per month for the initial leasing of the unit. A representative from the housing authority will make this calculation for the Family when the Family is either determined eligible for the Section 8 Program or when the Family desires to move to a new unit. In addition, a representative from the housing authority will estimate a maximum rental amount a unit will contract for the Family and this information will be given to the Family at the time the Voucher is issued.

**The Owner should not allow the Family to move into the housing unit until the Augusta Housing Authority has approved the unit and the lease and HAP Contract has been executed.**

## **H. SIDE PAYMENTS**

HUD has conveyed to the Augusta Housing Authority the serious concerns about violations of the Section 8 Housing Choice Voucher Program requirements. The HUD Office of Inspector General (IG) has recently identified cases of fraud by Public Housing Agencies (PHA's) and their employees, Owner/Agents/Managers, and tenants participating in the Section 8 Housing Choice Voucher Program.

In order for the Augusta Housing Authority to provide Section 8 housing assistance to as many needy Families as possible, all participants in this HUD sponsored program must properly utilize Government funds and follow departmental policy requirements. Incidences of fraud, willful misrepresentation, or intent to deceive with regard to the Section 8 Programs are criminal acts. If a landlord is suspected of committing any fraudulent actions, the Augusta Housing Authority is required to refer the matter to the proper authority for appropriate action. This could lead to an investigation of the allegation and could result in the landlord being accused of a Federal crime. The Owner/Agent/Manager could also be terminated from participation in the program.

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

1. Requiring extra (side) payments in excess of the Family's share of the rent. Any payment in excess of the rent must receive prior approval from the Augusta Housing Authority.
2. Collecting assistance payments for units not occupied by Section 8 tenants.
3. Bribing Augusta Housing Authority employees to certify substandard units as standard.

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

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

If you have any questions or know of any violations of fraud committed by another person, including Augusta Housing Authority employees, Families, or Owners, please contact the Assisted Housing Department at 724-5466. If an Owner, with agreement of the Family, decides to collect payments from the Family for such other items as a washer or dryer, the Owner and Family should enter into a formal written agreement concerning these additional payments.

## **Chapter 6**

### **MAINTENANCE AND UNIT INSPECTIONS**

The Owner must maintain the housing unit and premises in accordance with the Housing Quality Standards (HQS) at all time. Maintenance and replacement must be in accordance with the standard practice for the building as established by the Owner. See Chapter 7, Housing Quality Standards Requirements.

#### **A. GENERAL MAINTENANCE**

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

#### **B. INITIAL INSPECTION**

The Augusta Housing Authority will conduct an initial inspection upon each housing unit when an Owner decides to participate in the Section 8 Program. The Owner should try to correct any deficiencies before the unit is presented to the Augusta Housing Authority for inspection. This will prevent delays in the beginning of the Family's rental assistance. If the unit does not meet HQS, the Owner will be notified in writing of the deficiencies that should be corrected. The Owner should contact the Augusta Housing Authority when the deficiencies have been corrected in order to schedule a re-inspection of the unit. The unit will pass inspection only after the deficiencies are corrected and verified.

#### **C. ANNUAL INSPECTION**

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

#### **D. SPECIAL INSPECTIONS**

In addition to the initial and annual inspections, the Augusta Housing Authority will inspect the dwelling unit leased to the Family at such other times as may be necessary to ensure that the Owner is meeting the obligation to maintain the unit in decent, safe, and sanitary condition and to provide the agreed upon utilities and other services. The Augusta Housing Authority will take into account complaints from the Family, Owner and/or any other information coming to its attention in scheduling special inspections.

If the Owner fails to maintain a dwelling unit in decent, safe, and sanitary condition, the Augusta Housing Authority may exercise any of its rights and remedies under the HAP Contract, including termination of the housing assistance payments (even if the Family continues in occupancy) and termination of the Contract. If the Augusta Housing Authority determines to terminate the HAP Contract, and the Family wants to move to another dwelling unit with assistance under the Section 8 Program, the Augusta Housing Authority will issue another Voucher to the Family (unless the Augusta Housing Authority denies the issuance of the Voucher).

#### **E. RE-INSPECTIONS**



If the Augusta Housing Authority determines that the unit does not meet HQS at the annual and special inspections, the Augusta Housing Authority will notify the Owner in writing and provide a reasonable amount of time to make repairs. If the repairs are not made within the prescribed time period, the Augusta Housing Authority may abate payments to the Owner. The tenant is required to pay only their portion of the rent if the Augusta Housing Authority abates the HAP payments.

## Chapter 7

### HOUSING QUALITY STANDARDS (HQS) REQUIREMENTS

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

#### A. AREAS COVERED UNDER HQS

There are eight (8) areas that must be reviewed for HQS compliance by an Augusta Housing Authority inspector:

- \* Living room
- \* Kitchen
- \* Bathroom
- \* Other Rooms Used For Living
- \* Secondary Rooms (Not Used For Living)
- \* Building Exterior
- \* Heating and Plumbing
- \* General Health and Safety

After the HQS inspector has completed an Annual or Special Inspection of the unit, he/she must provide the Owner a summary decision or rating for the unit in accordance with HUD rules and regulations.

#### B. HQS INSPECTION CHECKLIST ITEMS

The HQS inspector will use the Form HUD-52580, **Inspection Checklist Housing Choice Voucher Program**, when conducting the inspections. The following is a listing of the conditions that **must** be verified by the housing inspector. A sample of this form is attached.

##### **Living Room**

- \* Is there a living room present?
- \* Are there at least two working outlets or one working outlet and one working light fixture?
- \* Is the room free from electrical hazards?
- \* Are all windows and doors that are accessible from the outside lockable?
- \* Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken windowpanes?
- \* Are the walls, ceilings and floors in good condition and free from hazardous defects?
- \* Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and nonintact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6 years of age lead-free or adequately treated?

##### **Kitchen**

- \* Is there a kitchen present?
- \* Are there at least one working outlet and one working, permanently installed light fixture?
- \* Is the kitchen free from electrical hazards?
- \* Are all windows and doors that are accessible from the outside lockable?
- \* Are all windows free of signs of severe deterioration or missing or broken windowpanes?
- \* Are the walls, ceilings and floors in good condition and free from hazardous defects?
- \* Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?
- \* Is there a kitchen sink that works with hot and cold running water?
- \* Is there space to store, prepare, and serve food?
- \* Is there a working oven, and a stove (or range) with top burners that work? If no oven and if microwave is Owner-supplied, do other tenants have microwaves instead of an oven and stove (or range)?
- \* Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and nonintact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6 years of age lead-free or adequately treated?

### **Bathroom**

- \* Is there a bathroom present?
- \* Is there at least one permanently installed light fixture?
- \* Is the bathroom free from electrical hazards?
- \* Are all windows and doors that are accessible from the outside lockable?
- \* Are all walls, ceilings and floors in good condition and free from hazardous defects?
- \* Are there operable windows or a working vent system?
- \* Is there a working toilet in the unit for the exclusive private use of the Family?
- \* Is there a working, permanently installed wash basin with hot and cold running water in the unit?
- \* Is there a working tub or shower with hot and cold running water in the unit?
- \* Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and nonintact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6 years of age lead-free or adequately treated?

### **Other Rooms Used For Living and Halls**

- \* If used as a bedroom, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If not used as a room for sleeping, is there a means of illumination?
- \* Is the room free from electrical hazards?
- \* Are all windows and doors that are accessible from the outside lockable?
- \* If used as a bedroom, is there at least one window? Are all windows free of signs of severe deterioration or missing or broke-out windowpanes?
- \* Are walls, ceilings and floors in good condition are free from hazardous defects?
- \* Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and nonintact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6 years of age lead-free or adequately treated?
- \* Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of National Fire Protection Act of 1974?
- \* In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?

### **All Secondary Rooms (Rooms Not Used For Living, Such As A Laundry Room or Storage Room)**

- \* Are all windows and doors that are accessible from the outside lockable?

- \* Are all these rooms free from electrical hazards?

### **Building Exterior**

- \* Is the foundation sound and free from hazards?
- \* Are all the exterior stairs, rails, and porches sound and free from hazards?
- \* Are the roofs, gutters, and downspouts sound and free from hazards?
- \* Are exterior surfaces sound and free from hazards?
- \* Is the chimney sound and free from hazards?
- \* If the building was built prior to 1978. Are painted surfaces which are up to 5 feet from the ground or floor and readily accessible to children free of defective paint? If there is a child under 6 years of age with elevated blood level, are the intact and nonintact paint on protruding chewable surfaces which are up to 5 feet from the ground or floor and readily accessible to children under 6 years of age lead-free or adequately treated?
- \* If the unit is a manufactured home, is it properly placed and tied down?

### **Heating And Plumbing**

- \* Is the heating equipment or system capable of providing adequate heat (either directly or indirectly) to all rooms used for living?
- \* Is the unit free from unvented fuel burning space heaters or any other types of unsafe heating conditions?
- \* Does the unit have adequate ventilation and cooling by means of openable windows or a working cooling system?
- \* Is the hot water heater located, equipped, and installed in a safe manner?
- \* Is the unit served by an approved public or private sanitary water supply?
- \* Is plumbing free from major leaks or corrosion that caused serious and persistent levels of rust or contamination of the drinking water?
- \* Is plumbing connected to an approved public or private disposal system, and is it free from sewer back up?

### **General Health and Safety**

- \* Can the unit be entered without having to go through another unit?
- \* Is there an alternative fire exit from this building that is not blocked and meets local or state regulations as an acceptable exit?
- \* Is the unit free from rats or severe infestation by mice or vermin?
- \* Is the unit free from heavy accumulation of garbage or debris inside and outside?
- \* Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approvable by a local agency?
- \* Are interior stairs and common halls free from hazards to the occupant because of loose, broken, or missing steps on stairways: absent or insecure railings; inadequate lighting; or other hazards?
- \* Do all elevators have a current inspection certificate?
- \* Is the unit free from abnormally high levels of air pollution from vehicular exhaust? Are the site and immediate neighborhood free from conditions, which would seriously and continuously endanger the health or safety of the tenants?

## **C. MOST COMMONLY FAILED ITEMS**

Below is a list of some of the most commonly failed items that are found during an inspection.

1. Peeling exterior and interior paint.
2. Missing or inoperable smoke detector. One detector is required on each level.
3. Railings missing. Handrails are required at four (4) or more steps. Porch rails are required on porches over 30" high.
4. Outlet cover plates missing, broken or very loose. Outlets improperly wired.
5. Leaking plumbing fixtures. Missing gas traps at pipes.
6. Missing, improper covers on hot water heaters and furnaces. Missing temperature pressure relief valves (TPR). Drain line must be 6" off floor in unoccupied area.
7. Inoperable bathroom fan or no bathroom ventilation.
8. Missing or inoperable refrigerator; missing, cracked or broken vegetable bins, brackets; worn gaskets; missing or broken handles; etc.
9. Missing or inoperable ranges; inoperable burners on ranges or inoperable range hoods; and missing burner control knobs.
10. Cracked or broken windowpanes.
11. Tripping hazards caused by floor coverings such as carpeting.
12. Inoperable light fixtures.
13. Large holes in the walls.
14. Loose or inoperable commodes; and leaking toilets at base or supply line.
15. Trash and debris, inoperable vehicles and appliances and other furniture in the yard.
16. Loose door knobs, hinges, deadbolts (missing screws), loose or missing strikeplates.
17. Missing or broken window locks on the first floor windows or other windows accessible from the outside.
18. Evidence of leaks at walls or ceilings.
19. Fireplaces must be secured or certification provided that the fireplace is in good working condition.
20. Missing or torn window screens.

The Owner should prepare the unit for inspection and make all repairs as promptly as possible. For any additional information on the most common fail items, contact a HQS inspector in the Assisted Housing Department.

#### **D. SUMMARY DECISION OR RATING ON UNIT**

When an inspector makes an inspection of a unit, the inspector will record the findings on Form HUD 52580, Inspection Checklist Housing Choice Voucher Program. Once a HQS inspector has inspected a unit, the inspector will rate the unit as Pass, Inconclusive, or Fail.

- The term "Pass" means that the condition of the unit meets the minimum requirement for Federal, State, and/or local laws.
- The term "Inconclusive" means that more information is needed for the inspector to make a determination on the inspection. For example, if the utilities are not on in the unit when the inspection is made, the inspector will mark the inspection checklist "Inconclusive" until the utilities are on and verified.
- The term "Failed" means that the condition of the unit does not meet the minimum requirements and must be brought up to the standard prior to the tenant receiving housing assistance for the unit from the Augusta Housing Authority.

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

#### **E. HQS MINIMUM REQUIREMENTS**

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

##### **Sanitary Facilities.**

The bathroom must be located in a separate private room and have a flush toilet in proper operating condition. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

##### **Food Preparation and Refuse Disposal.**

The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the Family. All of the equipment must be in proper operating condition. Either the Owner or the Family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an Owner-supplied oven and stove or range if the tenant agrees and microwave oven is furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system. The dwelling unit must have space for the storage, preparation, and serving of food. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g. garbage cans).

##### **Space and Security.**

At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than children under six years of age, may not be required to occupy the same bedroom or living/sleeping room.

Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

##### **Thermal Environment.**

There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to

provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy environment appropriate to the climate. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable. However, portable electrical heaters are not acceptable.

### **Illumination and Electricity.**

There must be at least one window in the living room and in each sleeping room. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

### **Structure and Materials.**

Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage. The roof must be structurally sound and weathertight.

The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc. must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable. Elevators must be working and safe.

### **Interior Air Quality.**

The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants. There must be adequate air circulation in the dwelling unit. Bathroom areas must have one openable window or other adequate exhaust ventilation. Any room used for sleeping must have at least one window. If the window is designed to be openable, the window must work.

### **Water Supply.**

An approvable public or private water supply that is sanitary and free from contamination must serve the dwelling unit.

### **Lead Based Paint.**

The purpose of this section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practical the hazards of lead-based paint poisoning for units assisted under this program. This section is issued under 24 CFR 35.24 (b)(4) and supersedes, for all housing to which it applies the requirements of subpart C of 24 CFR part 35.

1. The requirements of this section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.
2. Definitions.

Chewable surface. Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.

Components. An element of a residential structure identified by type and location, such as a bedroom wall, an exterior windowsill, a baseboard in the living room, a kitchen floor, an interior windowsill in a bathroom, a porch, stair treads in a common stairwell, or an exterior wall.

Defective paint surface. A surface on which the paint is cracking, scaling, chipping, peeling, or loose.

Elevated blood level or EBL. Excessive absorption of lead, that is, a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.

HEAP. Means a high efficiency particle accumulator as used in lead abatement vacuum cleaners.

Lead-based paint. A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared (cm/cm<sup>2</sup>), or 0.5 percent by weight or 5000 parts per million (PPM).

### 3. Requirements for Pre-1978 units with children under 6 years of age.

If a dwelling unit constructed before 1978 is occupied by a Family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with this section.

The Augusta Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph (I) of this section. For purposes of this section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.

Treatment of defective paint surfaces required under this section must be completed within 30 calendar days of the Augusta Housing Authority notification to the Owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by this section may be delayed for a reasonable time.

The requirements in this paragraph apply to: All painted interior surfaces within the unit (including ceilings but excluding furniture); the entrance and hallway providing ingress or egress to a unit in a multi-unit building; and exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

### 4. Additional requirements for Pre-1978 units with children under 6 years of age with an EBL.

In addition to the requirements of this section, for a dwelling unit constructed before 1978 that is occupied by a Family with a child under the age of six years with an identified EBL condition,



the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with this section is required, and treatment shall be completed within the time limits in this section.

The requirements in this section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under 6 years of age:

- (1) Within the unit;
- (2) The entrance and hallway providing access to a unit in a multi-unit building; and
- (3) Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

5. Treatment of chewable surfaces without testing.

In lieu of the procedures set forth in this section, the Augusta Housing Authority may, at its discretion, waive the testing requirement and require the Owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in this section.

6. Treatment methods and requirements.

Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:

- (1) A defective paint surface shall be treated if the total area of defective paint on a component is:
  - a. More than 10 square feet on an exterior wall;
  - b. More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to ceilings, floors, doors, and interior walls; or
  - c. More than 10 percent of the total surface area on an interior or exterior component with a small surface area, including, but not limited to windowsills, baseboards and trim.
- (2) Acceptable methods of treatment are: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydroblasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with

joints and edges sealed and caulked as needed to prevent the escape of lead contaminated dust.

- (3) Prohibited methods of removal are: open flame burning or torching without HEPA exhaust; uncontained hydroblasting or high pressure wash; and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.
- (4) During exterior treatment, soil and playground equipment must be protected from contamination.
- (5) All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.
- (6) Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.

#### 7. Tenant protection.

The Owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

#### 8. Owner information responsibilities.

Prior to execution of the HAP contract, the Owner must inform the Augusta Housing Authority and the Family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit. A copy of the **Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards** form is attached for guidance.

#### 9. Augusta Housing Authority data collection and recordkeeping responsibilities.

The Augusta Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this program. If a match occurs the Augusta Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Augusta Housing Authority must require the Owner to treat the lead-based paint. If the Owner does not complete the corrective actions required by this section, the Family must be issued a Voucher to move.

The Augusta Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Augusta Housing Authority must keep the test results indefinitely and, if applicable, the Owner certification of treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces in the units have been treated. If records established that certain chewable surfaces were tested or

treated in accordance with the standards prescribed in this section, such chewable surfaces do not have to be tested or treated at any subsequent time.

The Owner is required to notify and certify to the Section 8 participant of any know lead based paint in the dwelling unit. In addition, the Owner's certification to the participant must be maintained in the tenant file that is kept by the Owner. A copy of the certification should be sent to the Augusta Housing Authority for the Section 8 participant record.

**Access.**

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

**Site and Neighborhood.**

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding; poor drainage; septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

**Sanitary Condition.**

The dwelling unit and its equipment must be free of vermin and rodent infestation.

**Manufactured Homes.**

A manufactured home unit, whether Owner or renter occupied, shall comply with the foregoing standards. In addition, a manufactured unit shall

- a. Meet the definition of a manufactured home. A manufactured home is a structure, with or without a permanent foundation, which is built on a permanent foundation, is designed for use as a principal place of residence, and meet the Housing Quality Standards;
- b. Be equipped with at least one smoke detector in working condition, and,
- c. Must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage.

A manufactured home must be securely anchored by a tie-down device, which distributes and transforms the load imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

**Smoke Detectors.**

Each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excluding crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If any hearing-impaired person occupies

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

**Additionally, Owners are subject to State and local laws as the laws pertain to building codes, regulations, and ordinances.**

#### **F. NON-QUALIFYING UNITS**

Any type of existing housing meeting the Housing Quality Standards may be utilized under the Section 8 Housing Choice Voucher Programs, except for the types of housing listed below:

1. A unit that is receiving other assistance under the 1937 Housing Act, except assistance under Section 17 of the Act (the Housing Development Grant and Rental Rehabilitation Program);
2. A unit that is owned or otherwise substantially controlled by the Augusta Housing Authority administering the Annual Contribution Contract for the Section 8 Programs;
3. Nursing homes, units within the grounds of penal, reformatory, medical, mental and similar public or private institutions, and facilities providing continual psychiatric, medical or nursing services;
4. A unit that is occupied by its Owner (including the Owner of a manufactured home leasing a manufactured home space), except for a cooperative or mutual housing unit or a shared housing unit as described in 24 CFR 887.551 (a)(2); or
5. A housing unit as transitional housing in HUD's Transitional Housing Demonstration Program.

## **Chapter 8**

### **CONCLUSION**

The preceding chapters describe are many of the rules as they apply to the Section 8 Housing Choice Voucher Program of the Augusta Housing Authority. However, the regulations published by HUD outline the specific rules and regulations in detail. If any information cited in this Briefing Packet For Owners contradicts the Augusta Housing Authority's Administrative Plan or Federal regulations published by HUD, the HUD regulations and Augusta Housing Authority Administrative Plan shall govern.

Becoming familiar with the Section 8 Housing Choice Voucher Program is a wise decision for an Owner interesting in participating in the Augusta Housing Authority's Section 8 Program. Benefits of the Section 8 Housing Choice Voucher Program are quite evident when there are positive relationships among the Owner, Family and Augusta Housing Authority. The Augusta Housing Authority's staff is eager to develop and maintain positive working relationships with each of our partners.

## **APPENDIX**

### **Forms and Documents**

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

- Request For Property Listing – [www.georgiahousingsearch.org](http://www.georgiahousingsearch.org)
- Request For Owner's Information Form
- Request For Taxpayer Identification Number and Certification
- Responsibilities of the Owner Form
- Request For Tenancy Approval Form
- Owner's Comparability Certification Form
- Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
- Housing Assistance Payment (HAP) Contract
- Tenancy Addendum
- Inspection Checklist