

Prospective Landlord Information Packet



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REVISED: DECEMBER 2020 (SHA-SO)



THE HOUSING CHOICE VOUCHER PROGRAM CAN WORK FOR YOU!

Prospective Landlord:

Housing Assistance Payment (HAP): is the monthly assistance payment by a Public housing authority (PHA), which is defined in 24 CFR 982.4 to include: (1) A payment to the owner for rent to the owner under the family’s lease; and (2) An additional payment to the family if the total assistance payment exceeds the rent to owner. The HAP contract is the housing assistance payments contract between the owner and the PHA.

We have set above standard rents on behalf of our participants to meet the needs of our community. The approved current payment standards for the City of Scottsdale are:

Housing Choice Voucher Program Payment Standards Effective: January 1, 2021	
SIZE OF UNIT	PAYMENT STANDARD
Studio	\$980
1	\$1,135
2	\$1,351
3	\$1,906
4	\$2,171

RENTAL RATES:

The payment standard rates quoted above include the cost of utilities and rental tax. The rent must be able to pass a Rent Reasonableness test for the location of the unit. Regulations require that the unit be comparable to other unassisted rentals in the community. You may **NOT** charge more for an assisted resident.

Program Benefits:

More security in timely receipt of rental payments

Aggressively enforce terminations regarding drugs & violent criminal activity

Annual inspection--family can be terminated for above normal damages Same rules and notices apply to program participants as to other tenants

Charged deposits according to the Arizona Landlord/Tenant Act



SELECT A TENANT: The PHA admits eligible families to its HCV program. Select and approve one of these voucher holders based on your own rental criteria, then fill out the voucher holder's Request for Tenancy Approval form. The PHA must determine that the proposed rent is reasonable compared to similar units in the marketplace and not higher than those paid by unassisted tenants on the premises.

MAKE SURE HOUSING MEETS MINIMUM STANDARDS

An inspector will conduct an HQS inspection. All housing units with HCV tenants must meet the following thirteen (13) HQS performance requirements both at commencement of assisted occupancy and throughout the assisted tenancy:

- Sanitary facilities
- Food preparation and refuse disposal
 - Space and security
- Thermal environment
- Illumination and electricity
- Structure and materials
- Interior air quality
- Water supply
- Lead-based paint
 - Access
- Site and neighborhood
- Sanitary conditions
- Smoke detectors

- You will get timely and dependable payments from the public housing authority (PHA). Participating, compliant landlords will receive timely and dependable housing assistance payments (HAP) each month once the HAP contract and lease are signed.
- You will get your full rental payment. When a HCV tenant's income permanently changes, the portion of rent paid by the PHA and the tenant is adjusted to reflect this change. This provides financial protection to landlords in that if a HCV tenant's income decreases, there is a process for the PHA to pay a larger portion of the rent to the landlord so the landlord continues to receive a full rental payment
- You will receive regular inspections. Some landlords appreciate the routine inspections because they provide an opportunity to check on the condition of the unit. This can result in identifying maintenance needs that may have otherwise gone unnoticed for some time. Landlords that own or manage properties across wide geographies in particular tend to appreciate the value in having a routine, objective inspection of their rental units.
- You may request annual reasonable rent increases. Compliant landlords may request a rent increase at the annual anniversary of the HAP contract by written notice to the PHA.
- You have the opportunity to help low-income elderly, disabled, and veteran households, as well as families with children by providing affordable housing. More than 50 percent of vouchers serve elderly or non-elderly disabled families. About 45 percent of vouchers assist single-parent families

The Housing Choice Voucher Program can benefit you. The City of Scottsdale Housing Agency encourages you to participate in our program. Please call (480) 312-7717 and add your available properties to our listings



MAJOR RESPONSIBILITIES OF THE OWNER (Title 24 Code of Federal Regulations 982.452)

SCREENING YOUR PROGRAM PARTICIPANT:

The key to be a happy Landlord is having good tenants, and the key to having good tenants is effective screening. The City of Scottsdale Housing Agency is restricted to releasing information to landlords regarding program participants. You are strongly encouraged to contact previous landlords to obtain information about your prospective tenant and to perform a criminal background check.

The Scottsdale Housing Agency does not screen the family's behavior or suitability for tenancy; it is the owner's responsibility

For example, an owner may consider a family's background to include factors such as:

1. Payment of rent and utility bills.
2. Upkeep for unit/premises.
3. Respecting other's rights for peaceful enjoyment of their housing.
4. Drug related criminal activity or other criminal activity that is a threat to life, safety, or property of others.

AUTHORIZATION TO RELEASE INFORMATION:

If you wish to receive available information from the Housing Agency regarding the participant's rental history, you **must** have the tenant family complete the *Authorization to Release Information* form (provided in the Moving Packet.) The Head of Household, Co-Head and any other adult members of the household (18 years of age or older) must sign, date and enter their social security numbers on the form. The form with original signatures must be returned to the Housing Agency.

The owner should be in compliance with the Arizona Landlord Tenant Act and Fair Housing Laws that prohibit discrimination against any family.

Collect the rent due by the family and otherwise enforce the lease.

Comply to the terms of the housing assistance contract with the Housing Agency.

Security deposits - collect deposits governed under the Arizona Landlord Tenant Act.

Promptly notify the City of Scottsdale in writing of any move-outs, incarcerations or evictions.



MOVING PACKET:

Your prospective tenant will obtain the preliminary paperwork from the Housing Agency to initiate rental assistance. Portions of this packet will need to be completed by both you and the prospective tenant. Please fill out and sign all paperwork. When the packet is completed, you or the prospective tenant should return it to the Housing Agency.

1_ Request for Tenancy Approval (RFTA): Before approving the assisted tenancy and executing the Housing Assistance Payments (HAP) contract, the PHA must ensure that the following program requirements have been met:

- The unit is eligible.
- The unit has been inspected by the PHA and meets Housing Quality Standards (HQS).
 - The lease includes the tenancy addendum.
 - The rent charged by owner is reasonable; and
- For families receiving HCV program assistance for the first time, and where the gross rent of the unit exceeds the applicable payment standard for the family, the PHA must ensure that the family share does not exceed 40 percent of adjusted monthly income. This cap is referred to as the maximum family share.
(24 CFR 982.508).

REQUEST FOR APPROVAL OF TENANCY:

This form must be fully completed and signed by both you and the participant. **Please do not sign a blank form!** Be sure all the information is correct on the form prior to signing it.

Note: Proposed Rent must include ALL taxes.

Type of Housing

Single Family Detached-a single residential home. *Semi-Detached Row/Townhouse*-a duplex, 4 plex or larger. *Garden/Walkup*-an apartment/condominium in building with two or more level.

Indicate if you or the tenant is paying for the utilities and if you or the tenant is providing the refrigerator. If you furnish other appliances, please list them in the columns provided. Please circle all utility companies that service your unit.

YOUR LEASE:

Upon approval of the lease or revision, the Housing Agency must determine that the lease contains all provisions of the lease addendum. In the case of conflict between your lease and the HUD Addendum, the HUD Addendum will prevail. The required Lease Addendum will be attached to your lease. The lease must provide for an automatic renewal or lapse to month-or-month status. **The initial term of the lease must be for at least one year.** Please provide a sample (*unsigned*) copy of



your lease to the Housing Agency for review and approval **prior** to lease up.

Once the lease is signed it is your responsibility to submit a copy of the signed lease to the Housing Agency within 24 hours or by the next business day.

LEASE ADDENDUM:

A lease addendum will be executed, thus meeting the requirement that the owner's lease must include verbatim all provisions of the HUD Tenancy Addendum.

DO NOT EXECUTE A LEASE WITH THE TENANT UNTIL THE HOUSING QUALITY STANDARDS INSPECTION HAS BEEN PASSED BY OUR INSPECTOR.

PLEASE NOTE:

Until a Lease and Contract have been signed by all parties, (Landlord, Tenant and Housing Specialist), the family is a prospective tenant, and is NOT receiving rental assistance. ***The City of Scottsdale has no liability for rent owed before the effective date of the lease or contract, which is always after the unit has passed the Housing Quality Standards Inspection***

The Scottsdale Housing Agency's comparability system takes into consideration the following:

Location	Size	Type	Quality	Age of unit
Utilities	Housing services provided		Amenities	

HOUSING ASSISTANCE PAYMENTS CONTRACT {HAP}:

This signed contract between the City of Scottsdale Housing Agency and the landlord/owner authorizes rental assistance payments to be made on behalf of the tenant/program participant. This contract states the amount of rent and defines the Housing Agency and landlord/owner responsibilities under the program. Page two of the HAP contract must be filled out indicating appliances supplied and who is responsible for payment, either owner or tenant. A HAP contract must be executed no later than 60 calendar days from the beginning of the lease term. The participant family is not responsible for payment of the portion of the rent to the owner due from the Housing Agency.

All documentation from the [moving packet](#), including the W-9, and a passing HQS inspection must be completed before we can process the first check. Monthly HAP checks are mailed the last week of each month. ***The first check for a move-in will be processed within 10-14 business days after move-in.*** The check is mailed via the



U.S. Post Office from the City's accounting office with no guarantee of the date of delivery.

Owner's Certification:

This section stipulates that members of the participant's family cannot rent to related program participants. The only exception would be participants with disabilities who have obtained Housing Agency approval. Please read the Certification and sign. By accepting each monthly housing assistance payment from the City of Scottsdale Housing Agency, the landlord certifies that the rent to owner is not more than the rent charged by the owner for comparable unassisted units. The owner must give the Housing Agency information requested by the agency regarding rents charged for other units.

TAXPAYER ID NUMBER CERTIFICATION (W-9):

As an Agent/Owner, you must provide the Housing Agency with either your social security number or Federal taxpayer I.D. number. Due to the Federal subsidy payments made to you on behalf of a participant, this information must be reported to the Federal government. The name on the W-9 must match exactly with the Federal taxpayer ID number or Social Security Number.

Legal Ownership of Unit

The following represents PHA policy on legal ownership of a dwelling unit to be assisted under the HGV program. The PHA will only enter a contractual relationship with the legal owner of a qualified unit. No tenancy will be approved without acceptable documentation of legal ownership (e.g., deed of trust, proof of taxes for most recent year).

MAINTENANCE:

Maintenance is defined as by making necessary repairs to the unit in a timely manner. After the annual Housing Quality Standards (HQS) Inspection, the inspector will inform the owner of any defective items that may need to be corrected and provide a time frame for those repairs. If the defect is life threatening, the owner must correct the defect within 24 hours unless approved extensions are granted. If the owner fails in his obligations of maintaining the unit, the Housing Agency must take prompt and vigorous action, which may include termination, suspension or ceasing of Housing Assistance Payments (HAP). The Housing Agency may terminate assistance to a family due to a breach of the Housing Quality Standards caused by the family. The owner is responsible for any eviction efforts if the program participant is terminated.

LEAD-BASED PAINT:

Prior to execution of the Housing Assistance Payments contract, the owner must inform the Housing Agency and participating family of any knowledge of lead-based paint. Signatures are required on the "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form." This form must be completed whether lead-based paint is known to be present or not (see Moving Packet).



RENT REASONABLENESS:

The purpose of the rent reasonableness test is to assure that a fair rent is paid for units selected for participation in the Housing Choice Voucher Program, and that the program does not have the effect of inflating rents in the community. Rent reasonableness determinations must be made before the Housing Agency approves the initial rent to the owner and upon receipt of a request for rent increase from the owner. The Housing Agency must document on a case-by-case basis that the approved rent is reasonable, based on current rents for comparable unassisted units.

SECURITY DEPOSITS/LATE FEES:

The prospective tenant is responsible for payment of the security deposit. Program participants pay the same amount of security deposit and late rent fees as nonparticipant tenants. Program participants are not responsible for paying late fees on the Housing Assistance Payment portion of the rent that comes from the Housing Agency.

SPECIAL ADJUSTMENT OF RENT TO OWNER:

At HUD's sole discretion, HUD may approve a special adjustment of the rent to the owner to reflect increases in the actual and necessary costs of owning and maintaining the unit due to substantial and general increases in:

Real property taxes	Special government assessments
Utility Rates	Cost of utilities not covered by regulated rates

If the special adjustment is approved, the Scottsdale Housing Agency will implement the rental modification

REQUEST FOR RENT INCREASES:

The owner must request a rental increase at least sixty (60) days prior to the tenant's annual renewal date. We will notify you in ample time by mail of when the tenant's annual renewal date is so that you can submit your rent increase request. The rent increase request must be submitted in writing. The rent adjustment after the initial year is subject to a Rent Reasonableness test, which compares unassisted units in the same area. Also taken into consideration is the Annual Adjustment Factor (AFF), published by HUD. The rent to owner may be adjusted according to rent reasonable standards.

Rental increase requests must in writing and reach the Scottsdale Housing Agency 60 days prior to annual effective date. Only one increase request per year is allowed.

In addition, the PHA must not approve:

- If the PHA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under 2 CFR part 2424.
- If the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.



- This restriction against PHA approval of a unit only applies at the time a family initially receives tenant-based assistance for occupancy of a unit, but does not
- apply to PHA approval of a new tenancy with continued tenant-based assistance in the same unit.
 - Other reasons as defined in 24 CFR 982.306.

DISAPPROVAL OF AN OWNER:

An "owner" is defined as a principal or other interested party. The Housing Agency cannot approve an owner if:

1. The owner is a parent, child, grandparent, grandchild, sister or brother of any member of the participant family, unless *approving the unit would provide reasonable accommodations for a disabled program participant.*
2. The Housing Agency is notified that the owner is debarred, suspended, or subject to a limited denial of participation under 24 Code of Federal Regulations Part 24.
3. The owner violated obligations under the Housing Choice Voucher HAP contract.
4. The owner has engaged in drug trafficking, committed fraud, bribery or any corrupt criminal act involving any federal housing program.
5. There is a history or practice of renting units that fail State or local housing codes.
6. The owner has not paid State or local real estate taxes, fines, or assessments.
7. The Housing Agency is notified by HUD that:
 - a. Federal action is pending on government-instituted administrative or judicial action against owner for a Fair Housing or other federal equal opportunity requirement violation, or
 - b. A court or administrative agency has determined that the owner violated Fair Housing or other federal equal opportunity requirements.





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HCV Landlord Resources

HCV LANDLORD RESOURCES

The housing choice voucher (HCV) program is the federal government's primary program for assisting very low-income families, the elderly, and persons with disabilities to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the HCV tenant, participants are able to find their own housing, including single-family homes, townhouses and apartments. Housing choice vouchers are administered locally by public housing agencies (PHAs) that receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the HCV program. This means that the tenant, landlord and PHA all have obligations and responsibilities under the HCV program.

COVID-19 RESOURCES

- (UPDATED) [PIH COVID-19 Frequently Asked Questions and Responses Relevant for HCV Landlords](#)



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- PIH is in the process of updating COVID-19 FAQs to align with the [PIH Notice 2020-33](#)
 - [HCV Landlord Flyer - Preventing Evictions During COVID](#)

HOUSING QUALITY STANDARDS INSPECTION:

Housing Quality Standards (HQS) are minimum nationwide standards applying to all units on the Housing Choice Voucher Program. HQS inspections must be conducted before a HAP contract can be signed at least annually for each assisted unit. Special inspections are done on an as-needed basis. The unit must pass a Housing Quality Standards Inspection (HQS) BEFORE a lease or contract can be executed.

INITIAL INSPECTION:

After the Moving Packet has been completely filled out and returned to the Housing Agency, an inspection of your unit will be scheduled. All utilities must be on at the time of inspection. Units not meeting the Housing Quality Standards Inspection standards must be repaired and re-inspected prior to execution of the Housing Assistance Payment (HAP) contract.

ANNUAL INSPECTION:

For as long as your tenant is a program participant, an annual inspection of the unit will be required. A letter will be sent to the tenant scheduling the date and time of the inspection. A letter will be sent to you as well confirming the results of the inspection. If you receive a default letter, a time frame will be given in order to complete the necessary repairs.

ABATEMENT:

Abatement is stopping the Housing Assistance Payment until a unit meets the Housing Quality Standards Inspection. A prorated check will be cut for the time frame that the unit came into compliance. If the unit is NOT brought into compliance the contract will be terminated. The inspector will arrange a date and time for re-inspection of the unit.



CHECKLIST FOR WALK-THROUGH INSPECTION (LISTA DE INSPECCION)

Tenant Name/Nombre de Inquilino: _____

Unit Address/ Direcci6n _____

Note the condition of each area and document any needed repairs.
Nata la condici6n de cada cuarto y de cada reparaci6n

Kithcen (Cocina)		
Stove/Oven (<i>Estufa/Horno</i>)		
Refrigerator (<i>Nevera</i>)		
Sink (<i>Fregadero</i>)		
Cabinets (<i>Gabinete</i>)		
Light Fixtures (<i>Luces</i>)		
Floor (<i>Pisa</i>)		
Walls/Ceiling (<i>Pared/Techo</i>)		
Living Rooms (Sala)		
Carpeting (<i>Alfombra</i>)		
Walls/Ceiling (<i>Pared/Techo</i>)		
Curtains or Blinds (<i>Cortinas</i>)		
Window/Screen (<i>Ventanas</i>)		
Bedroom #1 (Recamara #1)		
Carpeting (<i>Alfombra</i>)		
Walls/Ceiling (<i>Pared/Techo</i>)		
Curtains or Blinds (<i>Cortinas</i>)		
Window/Screen (<i>Ventanas</i>)		
Light Fixtures (<i>Luces</i>)		
Closet (<i>Armario de Ropaje</i>)		
Bedroom #2 (Recamara #2)		
Carpeting (<i>Alfombra</i>)		
Walls/Ceiling (<i>Pared/Techo</i>)		
Curtains or Blinds (<i>Cortinas</i>)		
Window/Screen (<i>Ventanas</i>)		
Light Fixtures (<i>Luces</i>)		
Closet (<i>Armario de Ropaje</i>)		



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Bathroom #1 (Bafio #1)		
Tub/Shower (<i>Bafiaderalducha</i>)		
Floor (<i>Pisa</i>)		
Sink (<i>Lavamanos</i>)		
Medicine Cabinet (<i>Botiquin</i>)		
Toilet (<i>Taza de Bafia</i>)		
Walls/Ceiling (<i>Pared/Techo</i>)		
Bathroom #2 (Bafio #2)		
Tub/Shower (<i>Bafiaderaiducha</i>)		
Floor (<i>Pisa</i>)		
ROOM/CUARTO	COMMENTS/Comentarios MOVE-IN DATE/Fecha de Posesi6n	COMMENTS/Comentarios MOVE-OUT DATE/Fecha de Mudanza
Sink (<i>Lavamanos</i>)		
Medicine Cabinet (<i>Botiquin</i>)		
Toilet (<i>Taza de Bafia</i>)		
Walls/Ceiling (<i>Pared/Techo</i>)		
Other		
Electrical Outlets (<i>Enchifes Electr6nicos</i>)		
Plumbing (<i>Fontaneria</i>)		
Vents (<i>Abertura de Ventilaci6n</i>)		
Thermostat (<i>Term6stato</i>)		
Smoke Alarm (<i>Alarma de Humo</i>)		
Water Heater (<i>Calenton de aqua</i>)		
Cooler or A/C (<i>Acondicionado de Aire</i>)		
Heater (<i>Calefacci6n</i>)		
Doors (<i>Puertas</i>)		

Participant's Name

Participant's Signature

Date

Owner/Agent Name

Owner/Agent Signature

Date

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REVISED: DECEMBER 2020 (SHA-SO)



**WE SINCERELY THANK YOU FOR TAKING AN INTEREST IN
The City of Scottsdale's Housing Choice Voucher Program.**

Paiute Neighborhood Center
SCOTTSDALE HOUSING AGENCY
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(Search word "Voucher Program")



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