

OWNER'S INFORMATION GUIDE

HOUSING CHOICE VOUCHER PROGRAM (SECTION 8)



ZANESVILLE METROPOLITAN HOUSING AUTHORITY
Housing Choice Voucher Program (Section 8)

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WELCOME

Dear Owner,

Thank you for your interest in the Zanesville Metropolitan Housing Authority (ZMHA) Housing Choice Voucher Program (HCVP). This is a general guide to policies, procedures and regulations that govern the program.

The HCVP (Section 8) is designed to fill the gap between what a family can afford to pay in rent and the actual rent payment. All HCVP (Section 8) families and owners are subject to federal rules and regulations. ZMHA will make every effort to inform you of HCVP (Section 8) rules, and to advise you of how any new or revised rules affect your participation in the program.

We look forward to you becoming a partner in the ZMHA's mission to provide affordable housing to low-income families in Muskingum County. If you have any questions after reviewing this material, please contact the ZMHA HCVP (Section 8) at (740)-454-6866.

OFFICE HOURS

Monday – Thursday	8:00 a.m. – 4:00 p.m.
Friday: <small>Please Note: Due to training and file maintenance, we are unable to receive phone calls or walk-ins from 11:00 a.m. to 4:00 p.m.</small>	8:00 a.m. – 11:00 a.m.
Saturday, Sunday, & Holidays	CLOSED

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OVERVIEW

THE HCVP (Section 8) OVERVIEW

The HCVP (Section 8) provides rental assistance to help low-income families afford decent and safe rental housing. It is funded by the United States Department of Housing and Urban Development (HUD), and administered by public housing authorities authorized under Federal or State law to operate housing programs within an area or jurisdiction.

The HCVP (Section 8) is a three-way partnership between ZMHA, the owner of the unit, and the family. ZMHA, the family and the owner all have responsibilities within the program. Each also has different contractual relationships with each other.

HCVP (Section 8) Owners Help

- Maintain housing stock in the community,
- Foster mobility for low-income families,
- Foster stability in neighborhoods, and
- Provide housing in neighborhoods that are safe for children.

THREE WAY PARTNERSHIP

ZMHA'S RESPONSIBILITY	OWNER'S RESPONSIBILITIES	FAMILY'S RESPONSIBILITIES (TO THE OWNER)
Determine family eligibility for participation in the HCVP (Section 8).	Screen families who apply to determine their suitability as renters.	Abide by the terms of the lease.
Approve units and review lease.	Comply with fair housing laws.	Pay rent on time and take care of the housing unit.
Determine if the rental amount is reasonable.	Maintain the housing unit by making necessary repairs.	Provide any utilities which are not furnished by the owner.
Determine a family's portion of rent to owner.	Comply with the terms of the Housing Assistance payment (HAP) contract.	Provide and maintain appliances the owner does not furnish.
Inspect subsidized unit prior to lease up and annually.	Collect the rent due from the family and comply with and enforce the lease.	Be responsible for damages to the unit or premises beyond normal wear and tear.
Ensure that owners and families comply with program rules.		
Issue Housing Assistance payments in a timely manner.		

PARTNERSHIP

HOW TO BECOME A HCVP (Section 8) LANDLORD

STEP 1

STEP 1: Find a HCVP (Section 8) Family

A family must locate a housing unit that meets the program rules. A family may choose to move anywhere within Muskingum County, provided the unit meets Housing Quality Standards (HQS), the rent is deemed reasonable in accordance with regulations and acceptable to the owner.

ZMHA will issue the family a voucher. The owner should check the expiration date on the voucher and the bedroom size for which the family is approved. Generally, ZMHA occupancy standards require that two family members share each bedroom in a unit.

For a unit to be approved, it must meet the following requirements:

- The rent for the unit must be reasonable for the type, size, condition, and location of the unit.
- The unit must pass an HQS Inspection.
- The owner must be willing to enter into a contract with ZMHA and comply with program rules.

Advertise Your Rental

You may register your rental with ZMHA by calling our office at (740) 454-6866 and completing a Landlord Listing page.

Advertise your rental using the following phrase:
“HCVP (Section 8) Welcome.”

ZMHA cannot steer families to specific owners or rental units, but we will furnish families with information on units that are available.

STEP 2: Screen and Approve HCVP Family & Submit Paperwork



The owner is responsible for screening and selecting a family for tenancy. **ZMHA certifies that the family is eligible to receive HCVP (Section 8) Voucher assistance, but the owner must screen for suitability.**



The owner should generally use the same screening procedures used for non-subsidized tenants. Consider a family's background regarding factors such as:

- Paying rent and utility bills.
- Caring for property
- Respecting the rights of others to peaceful enjoyment of their residences.
- Engaging in drug-related criminal activity or other criminal activity that is a threat to life, safety, or the property of others.
- Compliance with other essential conditions of tenancy.

The owner is under no obligation to lease to a family with a HCVP (Section 8) Voucher.

Upon request, ZMHA will supply a prospective landlord with the family's current address as well as current and prior HCVP (Section 8) landlords' addresses (if applicable).

If the owner determines the family suitable, the Request For Tenancy Approval (RTA) must be completed and returned to ZMHA. The proposed unexecuted lease should be submitted with the RTA. Once an RTA is submitted and approved, an inspection will be scheduled.

Discrimination

Do not discriminate against any prospective tenant on the basis of Race, Color, Sex, Religion, Handicap, National Origin or Familial Status.

STEP 3: ZMHA Reviews RTA

The RTA will be reviewed for completion and rent reasonableness conducted.

How rents are determined:

- a. The owner requests what she/he normally charges for rent.
- b. HCVP (Section 8) compares that figure to similar units in the same neighborhood to determine whether the requested rent is “reasonable”. All rents are adjusted for utilities paid by the tenant.
- c. This figure is compared against the “payment standard”. The payment standard is the maximum amount ZMHA can pay for families, according to the bedroom size they qualify for.
- d. The tenant pays between 30%-40% of his/her income toward the rent and utilities in the first year of contract. HCVP (Section 8) pays the balance.
- e. Tenants cannot pay more than 40% of their adjusted income toward the rent and utilities in the first year. If the rent of the unit and tenant’s income are such that the tenant would be paying more than 40%, the tenant must choose a unit of lesser value or the landlord will need to lower the rent.

3 STEP RENTS

Rent Reasonableness Variables

- Age
- Quality (Condition)
- Square footage
- Location
- Unit Type
- Amenities Provided
- Utilities provided by the Landlord

HUD TERMS:

Utility Allowance

Fair Market Rent
(FMR)

Payment Standards
see the Glossary

STEP 4

STEP 4: ZMHA Reviews Lease

You must submit your proposed lease, unexecuted, with the RTA form. ZMHA will review the lease to ensure that it does not contain any provisions that conflict with Program rules. HUD requires certain language in any lease signed by a HCVP (Section 8) Voucher tenant.

The lease must:

- Specify name of owner, address, and contact phone number.
- Specify name of tenant(s)
- Specify unit rented (address, apartment number, and any other information needed to identify the unit.)
- Specify amount of monthly rent to owner.
- Comply with State and Local law.
- Not contain prohibited provisions.
- Be initially for one (1) year. This can be waived if you typically do not offer one-year leases.
- Specify what utilities and appliances are to be supplied by the owner and what utilities and appliances are to be supplied by the family.
- Remain unchanged unless a lease revision has been approved in writing by ZMHA.
- Have a statement that the HUD Tenancy Lease addendum is part of this lease.
- The HUD Tenancy Addendum will be attached to all leases.

**** Please note: ZMHA has a model lease that landlords may use.**

STEP 5: Housing Inspection

All units must pass a **Housing Quality Standards (HQS) Inspection** prior to the execution of the Housing Assistance Payment Contract. The unit must also pass the HQS inspection at the annual recertification. Housing Quality Standards are the minimum nationwide standards established by HUD.

Before any of the above mentioned inspections, make sure to correct any HQS violations and that the unit is "move in ready".

If the unit passes the HQS inspection, ZMHA will approve the unit for assistance at the rent determined to be reasonable. If the unit does not pass the initial inspection, the owner will be given a reasonable period of time to correct any failed items.

Inspection Process

The HCVP (Section 8) cannot make a payment until:

- The HCVP (Section 8) Department will begin to pay their share of the rent once,
 - The property has been inspected and has passed the HQS Inspection.
 - Your tenant has moved into the property and the utilities are on in your tenant's name (or another family member's name), if not owner supplied.
 - The leasing paperwork and direct deposit information (if not already on file) has been completed and received by the HCVP office.

Please Note: We will not pay rent towards any property that passes inspection on or after the 20th of the month.

- We will begin to pay rent on the property beginning the first day of the following month. For example: If the rental property passes inspection on March 20th the HCVP Department would not start paying any rent on the tenants behalf until April 1st.

MOST COMMON FAIL ITEMS

- Nonfunctional, missing or improperly located smoke detectors, must be installed in accordance with current National Fire Protection Association Standards (NFPA)
- Missing or cracked electrical outlet cover plates
- Tripping hazards caused by permanently installed floor coverings
- Cracked or broken windows
- Inoperable stove burner or range hoods
- Missing burner control knobs
- Inoperable bathroom fans or no ventilation in bathroom
- Leaking faucets or plumbing
- No temperature/pressure-relief valve on water heaters
- Improper grounding of electrical service, outlets, etc.
- Wire splices, open wire connections, use of extension cords
- Hand & guard rails not present where required
- Peeling, cracking or chipping exterior and/or interior paint in unit occupied, or to be occupied, by child/children under age 6 or pregnant mother

STEP 6: HAP Contract and Lease are Signed

If the unit passes the HQS inspection, ZMHA will offer the owner a Housing Assistance Payment Contract (HAP Contract) and the owner will offer the family a lease. The Housing Assistance Payment (HAP) Contract between the PHA (ZMHA) and the owner begins on the first day of the term of the lease and ends on the last day.

The PHA is not responsible for any payments until the unit passes inspection and the family has taken occupancy. If the family moves in before the unit has passed, they are responsible for the full amount of the monthly rent.

The lease is executed between the owner and the family and it runs concurrently with the HAP Contract. The HAP Contract is executed between ZMHA and the owner. When either contract ends, so does the other.

- The lease may provide for automatic renewal after the initial term by either successive definite terms (month-to-month, year-to-year) or automatic indefinite extension of the term of the lease.

After the first year of the lease, a family may terminate the tenancy in accordance with the terms of the lease. All new and revised leases are subject to ZMHA approval.

Security Deposits

Families are responsible for paying security deposits if charged by the owner.

In the HCVP (Section 8) Voucher Program, the security deposit may not exceed those charged to unassisted tenants (not the maximum prescribed by State or local laws).

STEP 7: Housing Assistance Payment (HAP) to Owner

Once the HAP Contract and lease are signed, ZMHA will make the initial payment and will continue to make monthly payments to the owner as long as the family continues to meet eligibility criteria, lives there, and the unit qualifies under the program.

ZMHA will make Housing Assistance Payments directly to the owner. The owner is responsible for collecting the family's portion of rent.

When will payments be made?

The PHA will begin making payments to the owner after the unit has been approved and the HAP (Housing Assistance Payment) contract, lease and all other leasing paperwork has been signed. Due to the fact HUD deposits the funds to the PHA on the first business day of the month, the PHA will direct deposit the payment to the owner once the funds are posted. The PHA will continue to make payments as long as:

- The unit meets Housing Quality Standards
- The family is approved for assistance
- The family lives in the unit and the owner is in compliance with the HAP contract.

SIDE PAYMENTS

It is illegal for the tenant to make additional payments to the owner to cover a rent amount that is higher than the PHA rent limit, and it is illegal for the owner to charge such side payments.

The PHA must approve all separate agreements between the owner and family.



ANNUAL ACTIVITIES

Annual Recertification

Our client, your tenant, must be recertified to determine continued eligibility for the program and correct level of assistance based on income and family composition. The owner will receive written notice of any changes in the Tenant Rent or Housing Assistance Payment.

Annual Housing Quality Standards Inspection

The unit must be inspected and meet housing quality standards (HQS) at least annually. However, an inspection may occur more frequently if a life threatening violation is reported or a municipality requests a special inspection.

If the unit fails an HQS inspection, the owner must correct the defect(s) within 30 days, unless an extension is approved by ZMHA for exterior repairs. If corrective action is not taken ZMHA will abate (stop) the HAP payment.

If it is determined that the family caused the HQS deficiencies, corrective action by the family must be taken within 30 days, or termination will be proposed.

If an HQS breach is life threatening, the defect(s) must be corrected within 24 hours. If corrective action is not taken, ZMHA will terminate the assistance.

If a unit is in non-compliance with Housing Quality Standards for more than 60 days, the HAP Contract will be terminated.

Abatement Means Stop Payment

According to the HAP Contract, the owner is responsible for ensuring that the unit meets HQS during the entire term of the HAP Contract.

If at any time it is determined that the unit does not meet HQS, ZMHA will notify the owner in writing and provide the owner with a reasonable period of time to make repairs.

If the repairs are not made within that time period, ZMHA is required to abate (stop) payments.

If a payment is abated, the family is responsible for paying their portion of the rent, only. ZMHA will not make the HAP payment.

If a unit is abated, HAP payments will not resume until the repairs are made. There will be no retroactive payments for the period of time that the unit was in abatement for non-compliance with HQS. If a unit is in abatement for more than 30 days, the HAP Contract may be terminated.

ANNUAL ACTIVITIES cont...

Local Housing Codes

If ZMHA receives notice from a municipality that a unit is in serious violation of a housing code, ZMHA will proceed with a Special Inspection.

If documented deficiencies are not corrected within 30 days, the unit will be abated.

If an HQS breach is life threatening, the owner must correct the defect(s) within 24 hours.

Rent Adjustments

The owner may not increase the rent during the first twelve (12) months. After the first year and annually thereafter, the owner may request a rent adjustment.

Requests for rent adjustments must be made to ZMHA, and to your tenant, in writing. Requests must be submitted at least 60 days prior to the contract anniversary date.

The owner should request a reasonable amount and must state the reason(s) for the increase. All rent increases are subject to rent reasonableness.

ZMHA will provide written notice to the owner and your tenant of any changes in the rent and Housing Assistance Payment.

THE HAP CONTRACT TERMINATES IF:

The Owner Evicts the Family

The owner may evict only by instituting a court action. The owner must give the family written notice of grounds for eviction at or before commencement of the eviction action. The owner must give ZMHA a copy of any eviction notice given to a family.

The Family Terminates the Tenancy

A family may terminate the tenancy at any time after the first year of the lease with proper notice to the owner. Proper notice is defined in the lease.

The Family Moves from The Unit

A family is required to give the owner notice in accordance with the lease terms before moving from the unit. This is usually 30 days.

ZMHA Terminates the Family's Assistance

ZMHA will provide the owner and the family with advance written notice if the family is being terminated from the program.

When the family is terminated from the HCVP (Section 8) Voucher Program, the HAP Contract automatically terminates. The tenancy becomes "unassisted."

The Owner Terminates the Tenancy

The owner may terminate the tenancy at the end of the initial term or any consecutive term with proper notice in accordance with the lease.

The owner may terminate the tenancy during the initial term of the lease (or any extension term) if the family commits serious or repeated violations of the lease; violates Federal, State, or Local law relating to the use or occupancy of the unit; demonstrates other good cause for termination, (e.g., history of disturbance of neighbors, destruction of property, etc.) criminal activity, or abuses alcohol in a manner that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

The owner may terminate the tenancy of a family who has engaged in drug-related activity, violent criminal activity or other criminal activity on or near the premises that threatened the health, safety, or peaceful enjoyment of the premises by other residents (including property management staff residing on the premises) and persons residing in the immediate vicinity of the premises.

The owner may terminate tenancy if a tenant is fleeing prosecution or incarceration for a felony or violating parole or probation.

Lease & HAP Contract

The owner's approved lease and the HAP Contract run concurrently. Therefore, if the assisted lease ends, the HAP Contract ends; if the HAP Contract ends, the owner's lease ends.

Month-to-Month Lease:

After the first years lease term ends, at the annual recertification, the lease will run month to month. You will receive a letter in the mail, letting you know of this annual review.

Year-to-Year Lease:

If you would like to request a yearly lease (annual lease) to be continued, rather than a month-to-month lease, please provide us with a copy of an unexecuted lease at the time of the annual recertification.

Or you may use our model lease. To request one, please submit a written notice of your wish to use our model lease.

MOST COMMON OWNER VIOLATIONS

- To avoid the most common program violations, an owner should:
- Always maintain the unit in accordance with HQS standards
- Never accept payments from ZMHA for a vacant unit.
- Never demand or accept side payments from a family.
 - A side payment is any money paid by a Tenant to the owner for rent that is above the approved Contract rent.

ZMHA'S RIGHT TO DISAPPROVE A UNIT OR OWNER

ZMHA is not permitted to approve a unit if:

- ZMHA has been notified by HUD that the owner is debarred, suspended, or subject to a limited denial of participation by HUD.
- The government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other equal opportunity requirements.
- **The owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless approving the unit would provide reasonable accommodation for a family member with disabilities.**

ZMHA also has discretion to disapprove an owner for any of the following:

- The owner has violated obligations under a Housing Assistance Payment Contract.
- The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any HUD program.
- The owner has engaged in drug trafficking.
- The owner has a history or practice of noncompliance with Housing Quality Standards for units leased under the program.
- The owner has not paid state or local real estate taxes, fines, or assessments.
- 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 the leases of units assisted under HCVP (Section 8) or any other HUD program for activity by the tenants, household members, or guests that:
 - ❖ Threatens the right to peaceful enjoyment of the premises by other residents.
 - ❖ Threatens the health or safety of other residents or PHA employees.
 - ❖ Threatens the health, safety, or right to peaceful enjoyment of their premises by residents in the immediate vicinity.
 - ❖ Is drug-related or violent criminal activity.

HCVP (SECTION 8) HOUSING TERMS

Abatement: The period of time when Housing Assistance Payments are not made to the owner because the assisted unit does not meet Housing Quality Standards. Retroactive payments are not made for the time the unit is in non-compliance. If the housing assistance payment is abated, the family is still responsible only for their share of the rent.

Adjusted Income: Annual Income less allowable HUD deductions and expenses.

Admission: The execution date of a resident's HAP contract in a tenant-based program.

Annual Income: The anticipated total income of an eligible family from all sources for the 12-month period following the date of determination of income.

Applicant: A family that has applied for admission to a housing program but has not yet been admitted.

Bifurcate: To divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

Child Care Expenses: Amounts paid by a family for the care of minors under age 13 if such care is necessary to enable a family member to be employed, to further his/her education, or to seek employment.

Co-Head: An individual in a household who is equally responsible for the lease with the Head of Household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent

Contract Rent: See "Rent to Owner".

Dating Violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, and where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

Dependent: A member of a family (excluding the family head, spouse, co-head, and any foster children,) who is under 18 years of age, is a disabled person, or is a full time student.

Disabled Family: A family whose head, cohead, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Domestic Violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Drug-Related Criminal Activity: Drug trafficking or the illegal use or possession for personal use of a controlled substance as defined in section 102 of the Controlled Substances Act.

Drug Trafficking: The illegal manufacture, sale, or distribution of a controlled substance or the possession of such a substance with intent to manufacture, sell, or distribute it.

Elderly Family: A family whose head, spouse, co-head, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aids.

Elderly Person: A person who is at least 62 years of age

Extremely Low Income Family: A family whose annual income does not exceed 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Fair Market Rent (FMR): The amount that is paid in a given area to rent existing, privately owned housing of a modest nature, with suitable amenities, and in decent, safe, and sanitary condition. HUD establishes FMRs. They vary by unit size as well as by housing market area and include the cost of all utilities except phone, cable and other luxuries.

Family Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds and other forms of capital investments.

Family Rent to Owner: Rent to Owner minus the Housing Assistance Payment.

Family Self-Sufficiency Program (FSS): A program developed by a PHA to promote the self-sufficiency of assisted families, including the provision of supportive services.

Family Share: The portion of rent and utilities paid by a family.

Full-Time Student: A person who is carrying a subject load considered full time for day students under the standards and practices of the educational institution he/she attends, which may include a vocational school offering a diploma or program, as well as, an institution offering a college degree

Gross Rent: The sum of the Rent to Owner plus any utility allowance. If there are no tenant-paid utilities, the Rent to Owner equals the Gross Rent.

Head of Household: The person who assumes legal and financial responsibility for a household and is listed on a housing application as its head.

Housing Assistance Payment: The monthly assistance payment by a PHA, which includes:

- a) A payment to the owner for rent to the owner under the family's lease; and
- b) An additional payment to the family if the total assistance payment exceeds the Rent to Owner.

Housing Assistance Payments (HAP) Contract: A written agreement between a PHA and a housing owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family. A HAP Contract defines the responsibilities of both the PHA and the owner.

Housing Choice Voucher: A document issued by a PHA to a family selected for admission to the HCVP Housing Choice Voucher Program (Section 8).

Housing Choice Voucher Program (HCVP): The Section 8 tenant-based rental assistance program in which a family selects a privately owned rental unit, and the family, the PHA, and the owner of the unit enter into a legal agreement with one another. Effective October 1, 1999, the HCVP (Section 8) Tenant-Based Rental Assistance Program and the HCVP (Section 8) Certificate and Voucher programs merge into a single new HCVP (Section 8) Voucher Program.

Housing Quality Standards (HQS): The HUD minimum quality standards for housing assisted under the HCVP (Section 8) Program.

HUD: The U.S. Department of Housing and Urban Development.

Imputed Asset: An asset disposed of for less than Fair Market Value during the two years preceding certification or recertification.

Landlord: Either the legal owner of a property or the owner's designated representative or managing agent.

Lease: A written agreement between an owner and an eligible family for the leasing of a housing unit.

Lease Addendum: See "Tenancy Addendum".

Live-In Aide: A person who resides with an elderly or disabled person and who

- a. Is determined by a PHA to be essential to the care and well-being of the person,
- b. Is not obligated for support of the person, and
- c. Would not be living in the unit except to provide necessary supportive services.

Low Income Family: A family whose Annual Income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Medical Expenses: Total medical expenses that are anticipated during the period for which Annual Income is computed and are not covered by insurance. (Only Elderly families or disabled families qualify.)

Minor: A member of a family (excluding the head, spouse, co-head, live-in aide, or foster child/adult) who is under 18.

Monthly Adjusted Income: One-twelfth of Annual Income after allowances.

Monthly Income: One-twelfth of Annual Income before allowances.

Owner: Any person or entity with the legal right to lease or sublease a unit to a participant.

Participant: A family that has been admitted to a PHA program and is currently being assisted in the program

Payment Standard: The maximum subsidy payment for a family under the Voucher Program. The PHA sets a Payment Standard between 90% and 110% of the current HUD-published FMR

Persons with Disabilities: A person who has a disability as defined in 42 U.S.C. 423 or 42 U.S.C. 6001. A person who has a physical or mental impairment expected to be of long and indefinite duration and whose ability to live independently is substantially impeded by that impairment but could be improved by more suitable housing conditions. The definition includes persons with AIDS or conditions arising from AIDS but excludes persons whose disability is based solely on drug or alcohol dependence.

Portability: The ability of a family to move with its HCVP (Section 8) tenant-based assistance from the jurisdiction of one PHA to that of another.

Premises: The building or complex in which a dwelling unit is located, including common areas and grounds.

Public Housing Agency (PHA): Any state, county, municipality, or other governmental entity or public body that is authorized to engage or assist in the development or operation of housing for low-income families.

Reasonable Accommodation: Under the federal "Fair Housing Act", a reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service. Persons with disabilities may need either a reasonable accommodation or a reasonable modification, or both, in order to have an equal opportunity to use and enjoy a dwelling.

Reasonable Modifications: The fair housing requirement that allows persons with disabilities to make adjustments to their rental units at their own expense.

Recertification/Reexamination: The process of securing documentation of total family income used to determine the rent a family will pay for the next 12 months.

Rent Reasonableness (Reasonable Rent): A Rent to Owner that is not more than either:

1. The rent charged for comparable units in the private unassisted market or
2. The rent charged by the owner for a comparable unassisted unit in the building or on the premises.

Remaining Member of Tenant Family: Person left in assisted housing after other family members have left.

Rent to Owner: The monthly rent payable to the owner under the lease. Rent to Owner Includes payment for any services, maintenance, and utilities to be provided by the owner in accordance with the lease.

Request for Tenancy Approval (RTA): A form completed by an owner and family and used by the PHA to determine whether a unit is eligible.

Security Deposit: A dollar amount that can be collected from a family by an owner and used for amount owed under a lease according to State/local law. The security deposit may not exceed those charged to unassisted tenants.

Single Person: A person living alone or intending to live alone.

Spouse: The marriage partner of a Head of Household.

Stalking: To follow, pursue, place under surveillance, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; and to place a person in reasonable fear of death, serious bodily injury, or emotional harm to that person, their immediate family member(s), or spouse, or intimate partner.

Subsidy Standards: Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Tenancy Addendum: A HUD-designed addition to an owner's lease that includes word-for-word, all HUD-required language.

Tenant (or Resident): The person who executes a lease as lessee of a dwelling unit.

Tenant Rent: The amount payable monthly by a family as rent to an owner in a HCVP (Section 8) program.

Total Tenant Payment (TTP): The total amount the HUD rent formula requires a tenant to pay toward rent and utilities.

Unauthorized visitor/household member: Any adult not included on the HUD 50058 who has been in the unit more than 30 consecutive or a total of 30 days in a 12-month period, without PHA approval.

Unit (or Housing Unit): Residential space for the private use of a family.

Utility Allowance: A PHA's estimate of the average monthly amount needed to pay for utilities by an energy-conscious household. If all utilities are included in the household's rent, there is no utility allowance. A utility allowance varies by unit size and type of utilities.

Utility Reimbursement: The amount, if any, by which a family's allowance for utilities or other housing services exceeds its total, tenant payment.

Violence Against Women Reauthorization Act (VAWA): Signed into law in 2006, this federal law protects victims of domestic violence, dating violence, sexual assault and stalking who live in public, assisted, and other types of housing and ensures that such victims have meaningful access to the criminal justice system without jeopardizing their housing.

Violent Criminal Activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Visitors: Any adult not included on the HUD 50058 who has been in the unit less than 30 consecutive or a total of less than 30 days in a 12-month period.

ZANESVILLE METROPOLITAN HOUSING AUTHORITY
Housing Choice Voucher Program (Section 8)

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