



A GUIDE TO THE HOUSING CHOICE VOUCHER PROGRAM



Welcome to the Housing Choice Voucher Rental Assistance Program

The following information is provided to you to help you to participate successfully in the Housing Choice Voucher (HCV) program. We are pleased that we may be able to help you with your shelter needs. The Licking Metropolitan Housing Authority (LMHA) is committed to providing an equal opportunity for decent, safe, and affordable housing for eligible persons in a professional manner.

The HCV program has been created by the United States Department of Housing and Urban Development (HUD) to allow persons with low incomes to rent decent housing. Details on how a participant's portion of rent is determined can be found in another section of this document.

When the LMHA needs to contact you, we will do so either by mail or telephone. It is very important that we have the correct information in your file so that we can communicate with you.

In order for the HCV Program to work successfully, three parties must work together. These are: the LMHA, the participant (you) and the landlord. You will sign a lease with your landlord and the LMHA will sign a contract with your landlord.

The LMHA's duties are to: accept applications and determine eligibility to families, to issue vouchers to those who qualify for the program, to approve the family's choice of unit, owner, and tenancy. The LMHA must make regular and timely payments to the landlord and determine that the family and the unit continue to qualify for the program. The LMHA wishes to provide prompt and courteous service to those seeking assistance from the agency.

FAMILY OBLIGATIONS to the LMHA:

- Supply required information.
- Disclose & verify social security numbers.
- Sign release forms for obtaining information.
- Provide true and complete information.
- Comply with Housing Quality Standards (HQS) unit inspections and duties.
- Allow the LMHA to inspect the unit.
- Do not commit any serious or repeated violations of lease.
- Notify the LMHA at least 30 days before moving out or terminating lease with owner. Notify owner according to terms of the lease when moving out.
- Give the LMHA a copy of any eviction notice from owner.
- Use the assisted unit as the family's only place of residence.
- Inform the LMHA of the birth, adoption, or court-awarded custody of any child.
- Request approval from the LMHA to add any family member to live in the unit.
- Notify the LMHA in writing within 10 days when someone moves out of your unit.
- Request approval from LMHA for foster children to live with you.
- All changes in income/assets must be reported within 10 days of the change.
- The family must not engage in drug-related or violent criminal activity by any family member. Failure to abide by this obligation may result in the termination of assistance to a family on the program or denial of assistance to an applicant family.

The FAMILY DUTIES to the landlord:

- ✓ Pay the rent on time
- ✓ Take care of your unit
- ✓ Comply with the terms of your lease
- ✓ Provide and maintain utilities and appliances as determined by your lease
- ✓ Assume responsibility for any damages beyond normal wear and tear to your unit that you, any family member, or any guest cause

The **LANDLORD'S DUTIES** are to screen families to determine that they are suitable renters. An owner may consider a family's background with respect to such factors as:

- Payment of rent and utility bills
- Caring for the unit and premises
- Respecting the rights of others to the peaceful enjoyment of their housing
- Drug-related criminal or other criminal activity that is a threat to the life, safety, or property of others
- Compliance with other essential conditions of tenancy.

If requested, the LMHA will provide the potential landlord of a qualified family the current address of the family and the name and address of any landlords that appear in the family's file.

The owner must follow all tenant-landlord laws established by Ohio and must not engage in discrimination.

The owner must make necessary repairs in a timely manner and follow the terms of the contract with the LMHA. You landlord is responsible for collecting your portion of rent from you.

What is a Payment Standard?

The LMHA uses a Payment Standard to determine how much rent we will pay a landlord on your behalf. Payment Standards are based on HUD's determination of the Fair Market Rent for our area. Payment standards may be different at different housing authorities.

A Payment Standard represents a maximum monthly subsidy payment for the unit size on your voucher or the actual number of bedrooms in the unit which you select, whichever is smaller. Our current Payment Standards are in are in your briefing packet.

A family qualifies for a particular Payment Standard based on the number and relationship of persons in the family. Generally, the LMHA determines size by allowing two persons per bedroom. Persons of different generations are allocated separate bedrooms. Children of opposite sex, school age or older, would qualify for separate bedrooms. This process is used only to determine the subsidy for which your family qualifies. The LMHA does not tell you where your family members must sleep.

Families may request an exception to the standards for medical reasons or as a reasonable accommodation for persons with disabilities. These requests must be made to the LMHA and verified as appropriate before the LMHA will change the Payment Standard and voucher size for the family.

How is the Payment Standard used to determine rent?

Once the family's adjusted monthly gross income has been established, the LMHA deducts 30% of that income from the Payment Standard the family or unit qualifies for. If the gross rent of the unit is less than the Payment Standard, the LMHA must use the gross rent as the Payment Standard.

All calculations will be calculated with a minimum tenant rent of \$50.00.
LMHA CURRENT PAYMENT STANDARDS

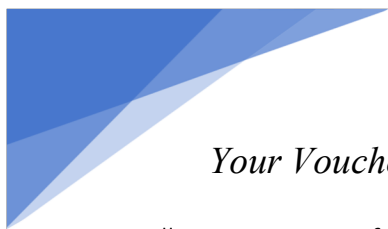
How much will you pay?

You may pay between 30% and 40% of your adjusted monthly income depending on the monthly rent the landlord is requesting for the unit you choose.

If the rent and the allowance for tenant-paid utilities totals **more** than your Payment Standard, you will pay more than 30% of your adjusted monthly income toward rent and utilities.

If the rent and the allowance for tenant-paid utilities totals **less** than your Payment Standard, you will pay 30% of your adjusted monthly income toward rent and utilities.

The unit cannot be approved if the rent is so high that the family pays over 40% of its adjusted monthly income on housing costs.



Your Voucher

You will receive a copy of your voucher when it is issued to you. Please look it over carefully: it has a lot of valuable information. On it, you will find the bedroom size you have been issued and the date that the voucher expires. On the back of the voucher is a list of your Family Obligations that you **must** follow to participate in the program.

The voucher also has other information about the program that may help you.



SUBSIDY STANDARDS

For each family, the LMHA determines the appropriate number of bedrooms under the LMHA subsidy standards. The family unit size does not dictate the size of the unit the family must actually lease, nor does it determine within a household who will share a bedroom/sleeping room. The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.

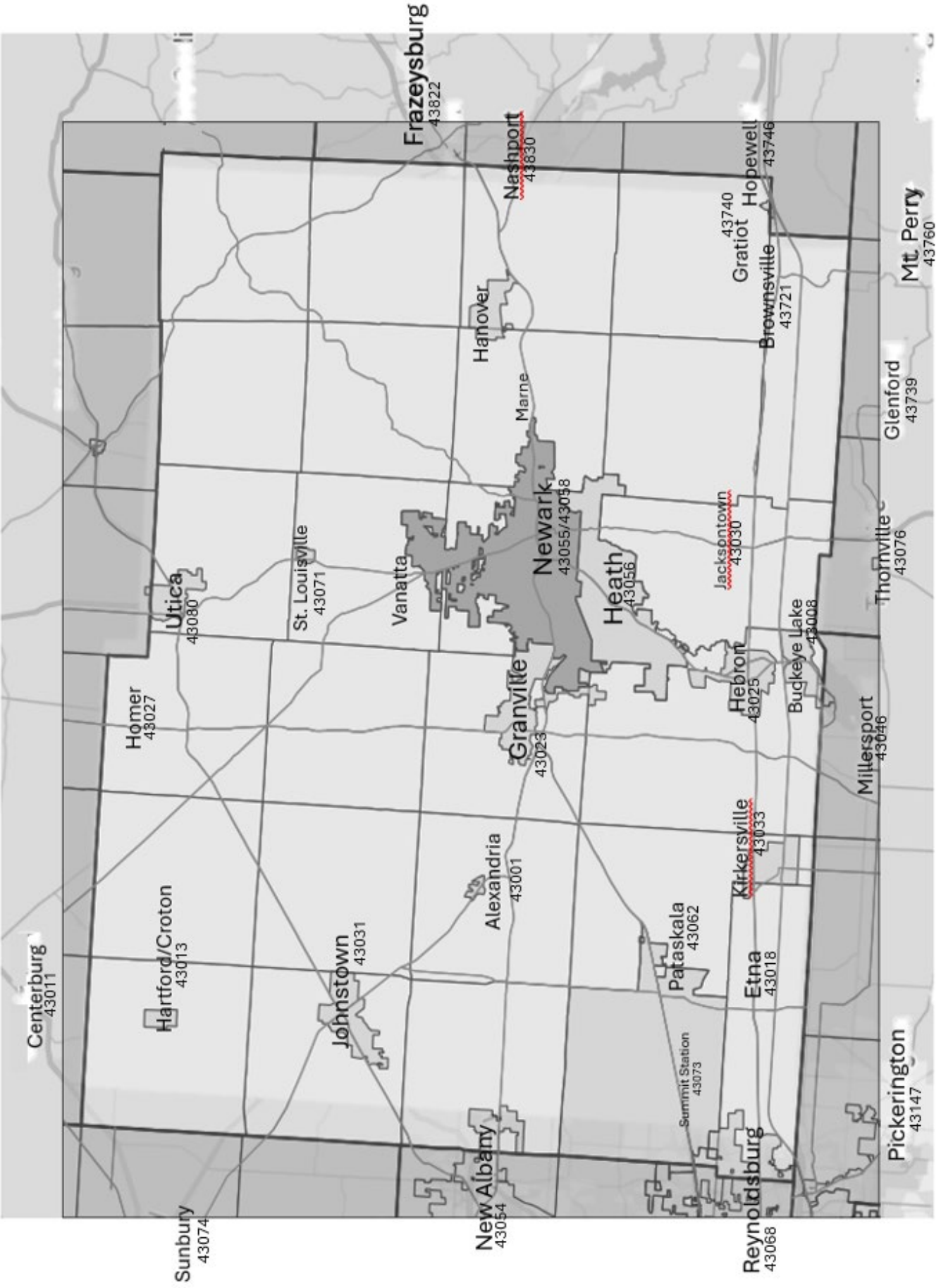
Generally, the LMHA assigns one bedroom to two people within the guidelines:

- Persons of the opposite sex (other than adults who have a spousal relationship and children under the age of 5)
- Live-in aides will be given a separate bedroom
- Single person families shall be given one bedroom
- A child under the age of 12 months may share a bedroom with a couple
- Space may be provided for a child who is away at school but who lives with the family during school recess
- Foster children will be included in determining unit size

The LMHA may grant exceptions for those with disabilities upon request. Requests must be made in writing.

Circumstances may dictate a larger size unit than permitted when persons cannot share a bedroom because of a need, such as a:

- Verified medical or health reason
OR
- Elderly person or persons with disabilities who may require a live-in attendant.



What is “Portability”?

Your voucher can go where you go through portability because your assistance is tenant-based; in other words, your funding goes with you, not your unit. Please ask your LMHA representative about certain limits to using portability. In general, this allows you to take your funding wherever you may need to move, anywhere in the United States that a Public Housing Agency has jurisdiction, contact is made with the designated housing authority. When a tenant requests, **in writing**, to move outside the jurisdiction, contact is made with the designated housing authority. Approval for portability will depend on acceptance of the voucher or LMHA’s ability to continue to pay at another housing authority.

****Note to those who are applicants just coming onto the program: you must lease a unit and reside in Licking County for 12 months before taking your assistance outside of Licking County.****

Surrounding Housing Authorities include:

Columbus MHA: 614-421-6000

Fairfield MHA: 740-653-6618

Zanesville MHA: 740-454-8566

Knox MHA: 740-397-8787

To find other Housing Authorities, go to www.hud.gov and search for Other Public Housing Agencies.

Looking for Housing? Please remember that any landlord may screen you just as they do any potential tenant. Be prepared to give references and information about your rental history. Make sure you understand what utilities you will be required to pay according to the lease and how much security deposit the landlord is charging. Be alert for housing discrimination and report any problems you may have to LMHA. Be sure to call the Licking County Fair Housing at 740-670-5200. In your packet, you will also find a Housing Discrimination Complaint for (HUD 903).

How to Find a Unit

Where to Look

- LMHA’s Vacant Units List (hard copies are available in the office or can be found online at www.lickingmha.org.)
- Check the classified section of local newspapers
- Check with friends and neighbors
- Look for yard- or window signs in the area you want to live
- Check with real estate offices or rental agencies (WARNING: Fees may be charged)

Questions to Ask the Landlord

- The number of bedrooms in the unit
- The rent amount being asked
- What, if any, utilities are included in the rent
- Any special restrictions the landlord has, such as no smoking or no pets

Make an Appointment: If you are interested in a unit, ask for an appointment to see it. Be sure to keep the appointment and be on time. You may want to arrive early to look around the neighborhood.

Negotiating the Lease: If you find a unit you like and think the rent will work, ask the landlord to fill out the Request for Tenancy Approval (blue form). Take the RTA to LMHA and it will be determined whether you can afford the unit. If it is determined the unit is affordable for your family, an inspection of the unit will be scheduled with the landlord.

IMPORTANT REMINDERS: (1) You will be responsible to pay the security deposit. (2) If you are responsible for any utilities, you must have them in your name. (3) You need to understand your obligation and comply with the terms of the lease and rules set by your landlord. (4) It is your responsibility to secure your own housing.

The Inspection Process

The LMHA conducts the following types of inspections as needed:

- ✓ **Initial Inspections:** The LMHA conducts initial inspections in response to a request from the family to approve a unit for participation in the HCV Program. The unit MUST pass the Housing Quality Standards (HQS) inspection before LMHA can make Housing Assistance Payments.
- ✓ **Annual Inspections:** HUD requires LMHA to inspect each unit under lease annually to confirm the unit still meets HQS.
- ✓ **Special inspections:** A special inspection may be requested by the owner, the family, or a third party because of problems identified with a unit between annual inspections.
- ✓ **Quality Control inspections:** HUD requires that a sample of units be re-inspected by a supervisor or other qualified individual to ensure that HQS are being enforced correctly and uniformly by all inspectors.

The owner and family will be notified, in writing, of all inspections. When an inspection identifies HQS failures, the LMHA will determine (1) whether, or not, the failure is life-threatening and (2) whether the family or owner is responsible for the repairs.

The following are considered life-threatening conditions:

- Any condition that jeopardizes the security of the unit or presents the imminent possibility of injury
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- Natural Gas, LP Gas or Fuel Oil Leaks
- Any electrical problem that could result in shock or fire
- Absence of a working heating system when outside temperature is below 30 degrees
- Utilities not in service, including no running hot water
- Absence of a functioning toilet in the unit
- Inoperable smoke detectors

Housekeeping Standards

It is the responsibility of the LMHA to provide decent, safe, and sanitary housing for eligible families. It is the duty of the HCV participants to maintain their dwellings in a like manner.

Health and Sanitation

A disorderly unit is unsatisfactory. A disorderly unit is considered to be a unit with evidence of debris scattered about, kitchen sink excessively cluttered with dirty dishes of several days' duration; bathtubs, sinks, and toilets unclean.

Garbage in excess 10 gallons, left inside and around the unit and not in proper containers and garbage in excess of 50 gallons on the grounds of the unit area are also unsatisfactory. Excessive mold found anywhere in the unit, foul odors, evidence of insect or rodent infestation will be considered unsatisfactory.

Floors

Floors and carpets containing food particles of 1 gallon or more, is unsatisfactory. All floors should be cleaned regularly.

Safety

Combustible materials stored around the water heater, stove and heating fixtures is unsatisfactory. Exits blocked by furniture or other items are considered unsafe.

Walls

Crayon or other markings on walls, floors, refrigerators, stoves, and woodwork is unsatisfactory.

Appliances

Burners and ovens containing excessive grease, food particles, and cooking residue of more than 1 gallon is unsatisfactory.

If it is in the unit, it must work. If it doesn't work, it will need repaired, replaced, or removed.

Yearly Activities

Each year, we must re-certify your family for assistance and inspect your unit again. About 3 months before your anniversary date, you will get a notice with some forms for you to fill out to tell us about your family, and a list of items to provide the LMHA. **You, and all adult household members over the age of 18, will be required to come to our office for an appointment.** Make sure that you come ON TIME so that you can continue to get help with your rent. Please make sure that someone over the age of 18 will be home to let our inspector in to do the inspection on the day that it is scheduled.

Important Reminders:

- Report ALL income changes
- Report ALL household changes
- No side payments to landlords
- Do NOT allow anyone to use your mailing address
- NOT disclosing all income is FRAUD
- Report potential fraud to our offices immediately
- Read and respond as needed to ALL notices LMHA mails you

Common Program Violations:

- Unauthorized household members
- Under-reporting income
- Not reporting changes in household

**Make sure you understand your
obligation and responsibilities.**

Not sure?

ASK QUESTIONS!

Want to Move?

You will sign a lease with your landlord that will specify how you may end the lease. You must live in a unit for 12 months with our assistance before you can move. You must give the LMHA at least a 30-day notice before moving out. If you want to move to another unit, we will need to verify your family information again, issue a NEW voucher, and have you fill out some more forms before you can move. You will get a new blue sheet that will go to your new landlord to fill out so that we can determine if we can assist you in the new unit. **You must still give us notice and wait to hear from LMHA before moving even if you move to another unit that your current landlord owns.** We will need to inspect the new place, and we will need to sign a contract with your new landlord for the new unit. Even if you no longer need our assistance, you must give us a 30-day notice that you plan to go off the housing assistance program.

Family Absence from the Unit

According to 24 CFR 982.312: The family may be absent from the unit for brief periods. The LMHA must establish a policy on how long the family may be absent from the unit. However, the family may not be absent for more than 180 consecutive calendar days for **ANY** reason. LMHA policy states, if you and your family are absent from the unit for more than 30 consecutive calendar days, the family's assistance will be terminated. Please contact your Occupancy Specialist for more information.

Licking Metropolitan Housing Authority

144 West Main Street

Newark, Ohio 43055

740-349-8069

Fax: 740-349-7132

TTY/TDD 1-800-750-0750

Office Hours:

(Calls only) Monday - Thursday 7:00 a.m. – 5:30 p.m.

Walk-ins

Tuesday and Wednesday 8:00 a.m. to 4:30 p.m.

Please be sure to visit our website for any further information at:

www.lickingmha.org

An Equal Housing Opportunity Agency



TERMINATION OF RENTAL ASSISTANCE

The Licking Metropolitan Housing Authority (LMHA) may terminate assistance for a participant under the program because of the family's action or failure to act and for any of the following grounds:

If the family

- violates any "Obligations of the Family" under the Housing Choice Voucher (HCV) program
- currently owes rent or other amounts to LMHA or other PHA in connection with Section 8 or public housing assistance under the 1937 Act
- has not reimbursed any PHA for amounts paid to an owner under a HAP (Housing Assistance Payment) for rent, damages to the unit, or other amounts owed by the family under lease
- breaches an agreement with LMHA to pay amounts owed to LMHA or amounts paid to an owner by LMHA. *(The LMHA may, at its discretion, may offer the opportunity to enter into an agreement to pay amounts owed to LMHA or amounts paid to an owner by LMHA. The LMHA may prescribe the terms of the agreement.)*
- has engaged in or threatened abusive or violent behavior toward LMHA personnel

If any member of the family

- has ever been evicted under the rental assistance program
- commits drug related or violent criminal activity

If the participant or any member of the family

- commits fraud, bribery, or any other corrupt or criminal activity in connection with ANY federal housing program

If another public housing agency (PHA)

- has ever terminated assistance under the HCV program for any member of the family

If any member

- fails to sign and submit consent forms for obtaining information in accordance with 24 CFR part 760 and 24 CFR part 813.

The way in which LMHA terminates assistance depends upon individual circumstances, HUD (U.S. Department of Housing and Urban Development) permits LMHA to terminate assistance by:

- Terminating housing assistance payments under a current HAP contract
- Refusing to approve a request for tenancy or to enter into a new HAP contract
- Refusing to process a request for/or to provide assistance under portability procedures

The LMHA will notify the family of their right to ask for an explanation of the basis of LMHA determination and that if the family does not agree with the determination, they may request an Informal Hearing before LMHA terminates housing assistance payments for the family.

The LMHA will give the family prompt, written notice that the family may request a hearing. The notice will contain a brief statement of reasons for the decision, procedures for requesting an Informal Hearing and the deadline for the family to request the informal hearing.

Decisions Subject to an Informal Hearing

Circumstances for which LMHA must give a family an opportunity for an informal hearing are as follows:

A determination of:

- the family's annual or adjusted income, and to use of such income to compute the HAP
- the appropriate utility allowance (if any) for tenant-paid utilities from LMHA utility allowance schedule
- the family unit size under LMHA's subsidy standards

A determination:

- that a family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under LMHA's subsidy standards, or LMHA determination to deny the family's request for exception from the standards
- to terminate assistance for a family because of the family's action or failure to act
- to terminate assistance because the family has been absent from the unit for longer than the maximum period permitted under LMHA policy and HUD rules

Informal Hearing Procedures

1. The hearing will be conducted by any person or persons designated by LMHA (other than the person who made or approved the decision under review or a subordinate of this person).
2. The family will be given the opportunity to examine any LMHA documents that are directly relevant to the Informal Hearing. The family will be allowed to copy any documents at the family's expense. If the LMHA does not make documents available for examination on request of the family, the LMHA may not rely on the document at the hearing.
3. The LMHA must be given the opportunity to examine any family documents that are directly relevant to the hearing. The LMHA must be allowed to copy such documentation at LMHA's expense. If the family does not make the documents available for examination, on request of LMHA, the family may not rely on the documents at the hearing. The term "documents" includes records and regulations.
4. The family may be represented by a lawyer or other representative at the family's cost.
5. The person who conducts the hearing may regulate the conduct of the hearing in accordance with LMHA hearing procedures.
6. The LMHA and family will be given the opportunity to present evidence and may question any witnesses.
7. The person who conducts the hearing will issue a written decision stating the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the family.

Obligations of the Family

24 CFR 982.551

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

B. The family MUST:

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

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

D. The family (including each family member) MUST NOT:

1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space)
2. Commit any serious or repeated violation of the lease
3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program
4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises
5. Sublease or let the unit or assign the lease or transfer the unit
6. Receiving housing choice voucher program housing assistance while receiving another housing subsidy for the same unit or a different unit under any other Federal, State, or local housing assistance program
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises

8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving the rental of the unit notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities
9. Engage in abuse of alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises

Drug-Related and Violent Criminal Activity

24 CFR 5.100

Drug means a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-related criminal activity is defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug.

Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

HUD permits LMHA to terminate assistance if the LMHA determines that:

1. Any household member is currently engaged in any illegal use of a drug or has a pattern of illegal use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
2. Any household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
3. Any household member has violated the family's obligation not to engage in any drug-related criminal activity.
4. Any household member has violated the family's obligation not to engage in violent criminal activity.
5. Any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing. 24 CFR 982.553 (b)(1)(ii)
6. Any family member has engaged in or threatened violent or abusive behavior toward LMHA personnel, includes verbal as well as physical abuse or violence, use of racial epithets, or language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence. 24 CFR 982.552

LMHA Policy: Any household member that has been convicted of a felony offense of any type within the last five (5) years will be denied assistance or terminated from the HCV program.

Family Absence from the Unit

24 CFR 982.312

The family may be absent from the unit for brief periods. The LMHA has established a policy on how long the family may be absent from the unit. However, the family may not be absent for a period of more than 180 consecutive calendar days for ANY reason. If you or your family are absent from the unit for more than 30 consecutive calendar days, the family's assistance will be terminated. Please contact your Occupancy Specialist for more information.

Under the penalty of perjury, I hereby certify that the declarations I have made in these documents are true and complete, I understand and acknowledge that any knowing or willful misrepresentation of the declarations (including submission of falsified supporting documentation to support my declarations) contained in this document may result in civil liability and/or criminal penalties, including but not limited to fine or imprisonment, or both under the provisions of Title 18 of the United States Code (USC), Section 1001. A person convicted of violation of 18 USC 1001, shall be fined not more than \$10,000, or imprisoned not more than 8 years, or both.