

# Landlord Handbook

## Walla Walla Housing Authority



A Community Partner,  
Helping People to Help Themselves

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## **Walla Walla Housing Authority Mission Statement**

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The mission of the Walla Walla Housing Authority is to assess and fulfill the need for decent, safe, and affordable housing in Walla Walla that provides a living environment which empowers very low to moderate income families to improve and enrich their lives.

The mission of the Walla Walla Housing Authority also is to promote a people-oriented organization that encourages and supports self-sufficiency in its residents.

## **Statement of Non-Discrimination**

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It is the policy of the Walla Walla Housing Authority to provide equal opportunity in employment and in the provision of housing for people of low-income. No qualified person applying for employment or housing, and no employee of the WWHA is to be discriminated against because of race, color, religion, national origin, sex, sexual orientation, marital status, age, veteran status, or the presence of any sensory, mental, or physical disability.

The Walla Walla Housing Authority values diversity in its workforce and in its housing population and is committed to Equal Opportunity and Affirmative Action. In circumstances where an otherwise qualified applicant for employment or housing or a current employee or resident requires reasonable accommodation, the Housing Authority will provide the same.

## **What is the Housing Choice Voucher Program?**

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The Housing Choice Voucher Rental Assistance Program, (formerly called Section 8) under Section 8 of the U.S. Housing Act of 1937, is the largest U.S. housing subsidy program funded by the Department of Housing and Urban Development (HUD). The program serves approximately 1.53 million households nationwide; 11,245 households in Washington State; and over 669 households in Walla Walla and Columbia Counties.

The program's primary purpose is to provide rental assistance to families of low-income for affordable, decent, safe, and sanitary housing.

Under the Housing Choice Voucher program, HUD allocates appropriated funds for use in different housing markets and the local Housing Authority enters into an Annual Contributions Contract with HUD under which the Housing Authority agrees to administer the program.

Recipients of this assistance receive a voucher and use it to rent homes in the private market. The voucher can be used to rent any unit from any landlord willing to participate in the Housing Choice Voucher Rental Assistance Program. *NOTE: Landlords are not required to participate in the Housing Choice Voucher program.* This differs from the Low-Rent Public Housing program, in which program participants are assigned units within the Housing Authority's Public Housing developments.

## **What is a Housing Voucher?**

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A Voucher is issued to applicants who have met program eligibility criteria. Eligibility is based on a family's household income. The voucher covers a portion of the rent and the tenant is expected to pay the balance. Typically an eligible family will pay 30% and not more than 40% of their adjusted monthly income towards rent and utilities.

There are no published limitations on the amount of contract rent a landlord may request, however, the rent must still be comparable to other similar unassisted units in the area.

## **What are the Benefits to a Landlord?**

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Over the years, many landlords and property owners have come to appreciate the following advantages of the Housing Choice Voucher Rental Assistance Program:

1. A monthly assistance payment is on time and guaranteed.
2. If the tenant's income drops, their portion of the rent may be adjusted and the WWHA's portion increased, so the contract rent doesn't change.

3. There is minimal paperwork to be done and landlords are encouraged to use their own lease agreement; the same one used for unassisted tenants.
4. Inspections conducted by WWHA help landlords maintain their property. Keeping property well maintained helps ensure its resale value and also makes it easier to lease up again when a participant does vacate.
5. Free advertisement of available rental property. Landlords may advertise their available rental property with the WWHA's "Available Rental Listing". This listing is available to the general public, as well as program participants.
6. The program provides an additional avenue for locating tenants to fill your vacant units.
7. Participation allows tenants to maintain financial stability.

The Housing Choice Voucher Program has also introduced many novice landlords and property owners to key property management principles in the areas of tenant selection and lease enforcement, while it has helped others in building and maintenance skills.

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## **How Does the Process Work?**

Once the Housing Authority certifies an applicant for rental assistance, it is the participant's responsibility to locate a unit and explain the Housing Choice Voucher program to prospective landlords. Upon finding a unit and landlord willing to participate, the following process begins:

### **Tenant Screening**

When a prospective tenant approaches a landlord about renting a unit, it is important to remember they have only been screened by the Housing Authority for program eligibility and have not been screened for tenant suitability. Tenant screening should be the first step performed by the landlord.

The Housing Authority can assist the landlord in screening by supplying the name, address, and telephone number of the last landlord to rent to the prospective tenant, if known. It is all right to charge an application or screening fee to the prospective tenant, as long as the same fee is charged to other unassisted applicants.

### **Occupancy Standards**

Occupancy standards are used to ensure that assisted families do not live in overcrowded units. The following charts show the maximum number of persons that would be permitted to live in a particular unit. These standards are based on the assumption that

each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood.

Bedroom size will also be determined using the following guidelines:

- Children of the same sex will share a bedroom
- Children of the opposite sex, both under the age of two will share a bedroom
- Adults and children will not be required to share a bedroom
- Foster-adults and children will not be required to share a bedroom with family members
- Live-in aides will get a separate bedroom

Number of Bedrooms	Number of persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

### **Request for Tenancy Approval**

If the prospective tenant passes the landlord's screening criteria, the landlord and tenant must complete and submit to the Housing Authority the Request for Tenancy Approval form.

The Housing Authority will review the information provided and determine whether or not the rent requested is reasonable. The requested rent must be comparable to rents for other similar unassisted units in the area and the tenant's portion must not exceed 40% of their adjusted monthly income. If these criteria are met, an inspection of the unit will be scheduled.

### **The Unit Rent Approval**

At the time of initial lease-up on the Housing Choice Voucher program, a unit must meet three rent tests:

1. The unit must be rent reasonable, in comparison to other rents charged for other similar unassisted units in the area;
2. The unit must pass the Housing Quality Standards inspection; and

3. The tenant's portion of the rent cannot exceed 40% of their adjusted monthly income.

The 40% Rule is only applicable for a **NEW** Housing Assistance Payment (HAP) Contract. This means the family has just been approved for housing assistance and has newly moved into your dwelling rental; or the family has been renting from you and only recently has been approved to receive housing assistance. Upon the Housing Quality Standards (HQS) approval of the unit, a NEW HAP CONTRACT will be initiated.

The 40% Rule literally means that the WWHA pays a certain amount of rent (HAP) based on 30% of the family's income and the family pays the "rest". The "rest" cannot exceed 40% of the family's monthly-adjusted income. The "rest" includes rent and primary utilities.

The 40% Rule is limited to the first "TERM" of the HAP Contract. HUD would prefer the first term be for at least one year. A year would provide some stability for the family, as well as remain affordable. After the first term is over, the rent may increased.

If the requested rent amount meets these criteria, the unit will be scheduled for an inspection. If the requested rent does not meet one or any of these criteria, the landlord will be asked to negotiate a lower rent. There is no obligation to alter the rent. However, if the landlord is unable to lower the rent amount, the unit cannot be subsidized on the program and the Housing Choice Voucher participant will need to look elsewhere. There can be no side agreements between the landlord and the tenant, requesting the tenant to pay the difference. This act constitutes fraud.

### **Annual Rent Increases**

Units on the Housing Choice Voucher program are eligible for a rent increase after the initial 12-month term. Landlords are notified by the Housing Authority, at least 90 days prior to the annual recertification date, reminding them to request the increase, if desired. State and local law require a 60-day notice of rent increase to the tenant from the landlord. A copy of this notice is required to be submitted to the Housing Authority.

At the annual recertification time, the assignment of utility responsibility can also be modified from the initial lease agreement, if desired.

On the Housing Choice Voucher program, there is no limit on the amount of rent increase; however, the rent must continue to be reasonable to other similar unassisted units in the area. It is important to remember the tenant pays any rent increase, over the voucher payment standard and affordability may become a factor if their portion of the rent gets too high for them to pay. The 40% limitation described above does not apply to annual rent increases.

## **The Inspection Process**

Housing Quality Standards (HQS) play an important role in the administration of the Housing Choice Voucher Rental Assistance Program. The HQS inspection is required before assistance can be appropriated. The basic purpose of the inspection is to insure that the unit meets all of the minimum inspection standards set by HUD. If the unit fails the initial inspection, all failed items must be corrected and the unit must pass a re-inspection prior to the subsidy being paid on the unit.

- **Why does a unit fail?**

Units sometimes fail the Housing Quality Standards inspection because landlords and tenants are not familiar with HQS requirements and/or have not assessed the condition of the unit prior to the scheduled inspection. Using a checklist like the one included in this handbook (see Exhibits section) is helpful to identify potential deficiencies and to facilitate needed repairs. By having the items corrected before the inspection, the inspector has a better chance of passing the unit the first time. This will save valuable time and insure an accurate initial and subsequent annual inspection.

- **The Annual Inspection**

The Housing Authority is also required to inspect the unit at least annually after it is initially set up. The unit must pass inspection prior to the annual recertification date in order to continue to receive the Housing Choice Voucher subsidy assistance. In most cases, if the unit fails the inspection, the Housing Authority will allow the landlord fourteen (14) to thirty (30) days to make the repairs. However, if the fail item is considered to be life threatening, Federal Law requires the repair to be made within 24 hours. Additional time may be granted in cases where extensive repairs are needed on a case-by-case basis.

- **What happens if the repairs are not completed?**

While it is generally the landlord's responsibility to maintain the condition of the assisted unit in accordance with the regulations governing the Housing Choice Voucher program, the landlord may hold the tenant responsible for tenant caused damage. The landlord may require the tenant to repair or pay for those items that are tenant caused. If the landlord chooses to have the tenant repair the damages, the landlord must notify the tenant, in writing, explaining which items they are to repair, with a copy provided to the Housing Authority. If the tenant fails to repair the items that are tenant caused within the timeframe indicated, the tenant's housing assistance may be terminated.

Rent abatement, or the withholding of the housing assistance payment, applies when the Housing Authority verifies that the repairs have not been completed to meet minimum Housing Quality Standards (HQS) requirements within the time period given. On those rare occasions when the landlord does not complete the repairs, the Housing Authority's portion of the contact rent will be abated. Once the repairs have been made, the housing assistance payments

will resume, pro-rated from the date that the unit passes the HQS re-inspection. The tenant cannot be held responsible for the abated housing assistance payment.

If the unit remains under abatement and repairs are not completed, the Housing Authority will notify the tenant and the landlord that the Housing Assistance Payment Contract will be terminated and no further assistance will be paid on the unit.

The tenant can either stay and pay the full rent or move from the unit, provided proper notice has been given to the landlord, with a copy to the Housing Authority.

▪ **The Most Common Deficiencies Resulting in a Failed Inspection**

Entry Doors: must lock securely; check weather-stripping. If there are gaps that let air in, weather-stripping must be applied. Check the doorjamb and strike plate for defects.

Windows: Those designed to open must open and must have a permanent lock attached. Sticks and thumbscrews are not acceptable as locking devices. The windowpanes must not be broken or cracked.

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

Oven / Range: Clean the oven and range to ensure that it would not be a fire hazard. Burners must lay flat and all elements must be working properly. Be sure all knobs and dials are on the appliance.

Refrigerator: Check the rubber gasket around the doors. If it is loose or cracked, it needs to be replaced. Also check the kick plate to be sure it is secured at the bottom of the refrigerator.

Heating: The heating system must be on, work properly, and provide adequate heat. Be sure all heat sources are clear of furniture, bedding, clothing, and other items. Oil, gas, and propane furnaces must be professionally serviced at least every two years. Verification of service must be provided and the furnace must be safe and working properly.

Plumbing: Check for any leaks in the plumbing fixtures (sinks, toilets, showers, etc.) and repair if necessary.

Hot Water Heaters: Hot water heaters must have a pressure relief valve and discharge line that extends within 6-inches of the floor. Discharge tubing must be of the appropriate type of material – either galvanized steel, copper, or CPVC piping (DO NOT USE PVC). There should be no exposed wires. In addition, flammable material should not be stored near the hot water tank. In accordance with Washington State Law, water heaters must be set no higher than 120° Fahrenheit or, in the case of water heaters that cannot be set as low as 120° Fahrenheit, at the minimum setting available to prevent injury and reduce energy consumption. Washington State landlords are also reminded that state law requires accessible individual water heaters be set at the temperatures recommended above when a residential unit is leased to a new tenant.

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

Inoperable Smoke Detectors: A functional smoke detector must be on each floor of the dwelling unit and must have a tester button. Units occupied by hearing impaired persons must be equipped with a smoke alarm designed for the hearing impaired and mounted in the bedroom occupied by the hearing impaired individual.

Ventilation: Inoperable bathroom fans or no ventilation (i.e., operable window) would result in a fail rating.

Decks, Railings, Steps: HUD requires that all (interior and exterior) stairways with four (4) or more steps must have a handrail. The handrail must run the length of the stairway and be securely supported in order to provide adequate safety for the user. Decks, rails, and steps must also be free of dry rot and tripping hazards. Railings are required for decks, porches, or steps that are over 30-inches from the ground.

Peeling or Chipped Paint: HUD requires that a home built prior to 1978, have no deteriorated or peeling paint on the inside or outside of the unit, if the unit is occupied by children under the age of six.

If the landlord leases the unit prior to the Housing Quality Standards inspection passing, payment will be effective the first day of the following month after the unit passes inspection. The Housing Authority does not pro-rate the housing assistance payment. The unit will then be inspected annually to ensure it remains in compliance with HQS.

The landlord and tenant should complete a move in checklist report on their own as required by Washington State Landlord-Tenant Law. A sample checklist is provided in the Exhibits section of this handbook. Both landlord and tenant should sign the report and keep a copy for their own records.

## **Housing Quality Standards (HQS) Performance Requirements**

Housing contracted to participate in the Housing Choice Voucher Rental Assistance Program shall meet the Performance Requirements set forth in this section, except for such variations as are proposed by the Housing Authority and approved by HUD. Local climatic or geographical conditions or local codes are examples, which may justify such variations.

### **Sanitary Facilities**

- Performance Requirement. The dwelling unit shall include its own sanitary facilities, which are in proper operating condition, can be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
- Acceptability Criteria. A flush toilet in a separate, private room, a fixed basin with hot and cold running water shall be present in the dwelling unit, all in proper operating condition. These facilities shall utilize an approved public or private disposal system.

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

- Performance Requirement. The dwelling unit shall contain suitable space and equipment to store, prepare, and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary.
- Acceptability Criteria. The unit shall contain the following equipment in proper operating condition: cooking stove or range and refrigerator of appropriate size for the unit, supplied by either the owner or the family, and a kitchen sink with hot and cold running water. The sink shall drain into an approved public or private system. Adequate space for the storage, preparation, and serving of foods shall be provided. There shall be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary (i.e., trash receptacles).

### **Space and Security**

- Performance Requirement. The dwelling unit shall afford the family adequate space and security.
- Acceptability Criteria. A living room, kitchen area, and bathroom shall be present, and the dwelling unit shall contain at least one sleeping or living/sleep room of appropriate size for each two persons. Exterior doors and windows accessible from the outside the unit shall be lockable.

### **Thermal Environment**

- Performance Requirement. The dwelling unit shall have and be capable of maintaining a thermal environment healthy for the human body.

- Acceptability Criteria. The dwelling unit shall contain safe heating and/or cooling facilities, which are in proper operating condition and can provide adequate heat and/or cooling in each room in the dwelling unit, appropriate for the climate to assure a healthy living environment. Unvented room heaters, which burn gas, oil, or kerosene, are unacceptable.

### **Illumination and Electricity**

- Performance Requirement. Each room shall have adequate natural or artificial illumination to permit normal indoor activities and to support the visual safety of occupants. Sufficient electrical sources shall be provided to permit use of essential electrical appliances, while assuring safety from fire.
- Acceptability Criteria. Living and sleeping rooms shall include at least one window. A ceiling or wall type fixture shall be present and working in the bathroom and kitchen areas. At least two electric outlets, one of which may be an overhead light, shall be present and operable in the living area, kitchen area, and each bedroom area.

### **Structure and Materials**

- Performance Requirement. The dwelling unit shall be structurally sound, so as not to pose any threat to health or safety of the occupants, and so as not to pose any threat to the health and safety of the occupants of the environment.
- Acceptability Criteria. Ceilings, walls, and floors shall not have any serious defects, such as severe bulging or leaning, large holes, loose surface materials, severe buckling or noticeable movement under walking stress, missing parts, or other serious damage. The roof structure shall be firm and be weather-tight. The exterior wall structure and exterior wall surface shall not have any serious defects, such as serious leaning, buckling, sagging, cracks or holes, loose siding, or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways, etc., shall be such as not to present a danger of tripping or falling. Elevators shall be maintained in safe and in operating condition. In the case of a mobile home, the home shall be securely anchored by a tie-down device, which distributes and transfers the load imposed by the unit to appropriate ground anchors so as to resist wind over-turning and sliding.

### **Interior Air Quality**

- Performance Requirement. The dwelling unit shall be free of pollutants in the air at levels that threaten the health of occupants.
- Acceptability Criteria. The dwelling unit shall be free of pollutants dangerous levels of air pollution, from carbon monoxide, severe gas, fuel gas, dust, and other harmful pollutants. Air circulation shall be adequate throughout the unit. Bathroom areas shall have a least one operable window or other adequate exhaust ventilation.

## **Water Supply**

- Performance Requirement. The water supply shall be free from contamination.
- Acceptability Criteria. The unit shall be served by an approved public or private sanitary water supply.

## **Lead Based Paint**

- Performance Requirement. 1) The dwelling unit shall be in compliance with HUD Lead Based Paint regulations and the owner shall provide certification that the dwelling is in accordance with such HUD regulations; 2) If the property was constructed prior to 1978, the family, upon occupancy, shall have been furnished with the notice required by HUD Lead Based Paint regulations and procedures regarding the hazards of lead based paint poisoning, the symptoms, and treatment of lead poisoning, and the precautions to be taken against lead poisoning.
- Acceptability Criteria. Same as Performance Requirement.

## **Access**

- Performance Requirement. The dwelling unit shall be useable and capable of being maintained without unauthorized use of other private properties and the building shall provide an alternate means of egress, in case of fire.
- Acceptability Criteria. The dwelling unit shall be useable and capable of being maintained without unauthorized use of other private properties. The building shall provide an alternate means of egress, in case of fire, such as fire stairs or egress through windows.

## **Site and Neighborhood**

- Performance Requirement. The site and neighborhood shall be reasonably free from disturbing noises and reverberations and other hazards to the health, safety, and general welfare of the occupants.
- Acceptability Criteria. The site and neighborhood shall not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks, steps, instability, flooding, poor drainage, septic tank back-ups, sewage hazards, mudslides, abnormal air pollution, smoke or dust, excessive noise, vermin or rodent infestation, or fire hazards.

## **Sanitary Condition**

- Performance Requirement. The dwelling unit and its equipment shall be in sanitary condition.
- Acceptability Criteria. The dwelling unit and its equipment shall be free of vermin and rodent infestation.

Reference the “*A Good Place to Live*” pamphlet for a general look at inspected items, located in the Exhibits & Reference Material section of this handbook.

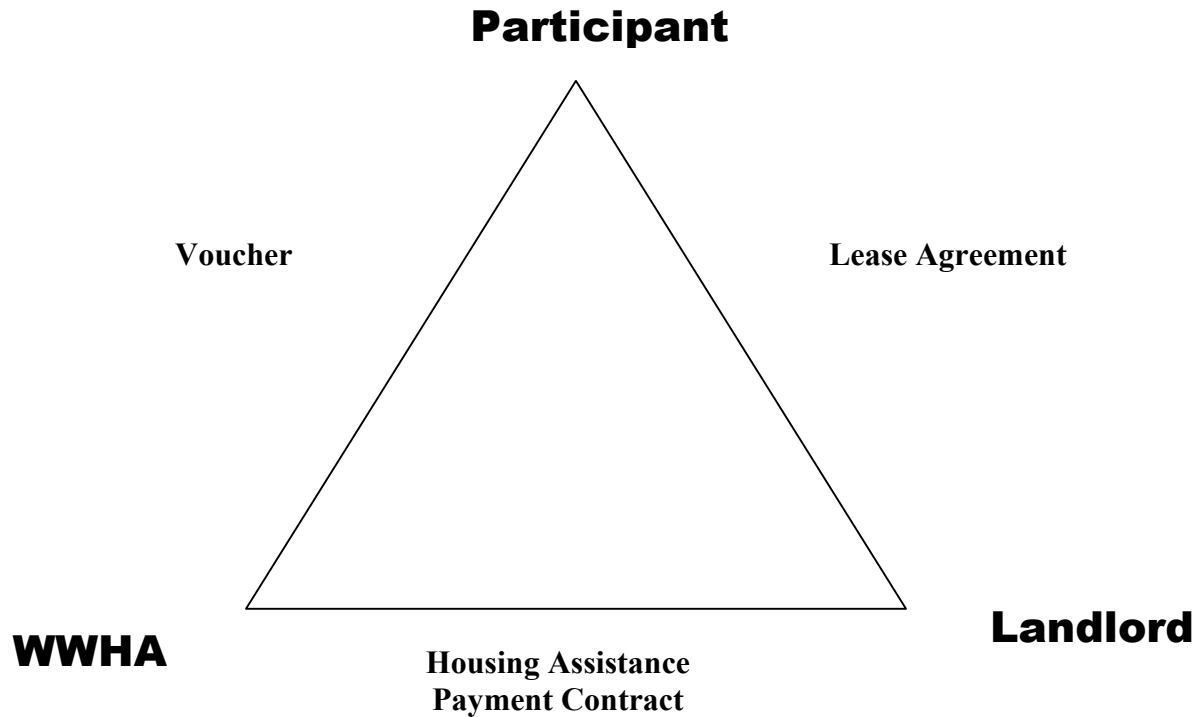
### **Lease Agreement and Housing Assistance Payment Contract**

The lease agreement and Housing Assistance Payment Contract must be fully executed and signed before payment on a unit can begin. Landlords who use a standard dwelling lease agreement for their unassisted units must continue to use their own lease, plus the HUD prescribed Tenancy Addendum, for all new housing assistance payment contracts. Landlords who do not have a standard dwelling lease agreement have the option of using a pre-designed Housing Authority model lease. Landlords who choose to use their own lease agreement are required to provide a copy to the Housing Authority, with the Request for Tenancy Approval, for prior approval.

The Housing Authority processes the housing assistance payments twice monthly. The landlord, in accordance with the lease agreement, is responsible for collecting the tenant’s portion of rent as well as their deposit amount. Collecting any additional amounts not listed on the contract is a violation of the housing assistance payment contract.

See the Exhibits section of this handbook for a sample lease agreement that may be reproduced and/or modified for personal use and Housing Assistance Payment (HAP) Contract for review.

## WWHA, Landlord, and Participant Relationships



- Participant + Walla Walla Housing Authority = Housing Choice Voucher  
Participant complies with family obligations of the Housing Choice Voucher to be eligible for program assistance
- Landlord + Participant = Lease Agreement  
Landlord enforces lease agreement, which clearly spells out the responsibilities of both the landlord and tenant
- Landlord + Walla Walla Housing Authority = Housing Assistance Payment Contract  
Landlord complies with obligations of the Housing Assistance Payment Contract to receive housing assistance payment for applicable tenant

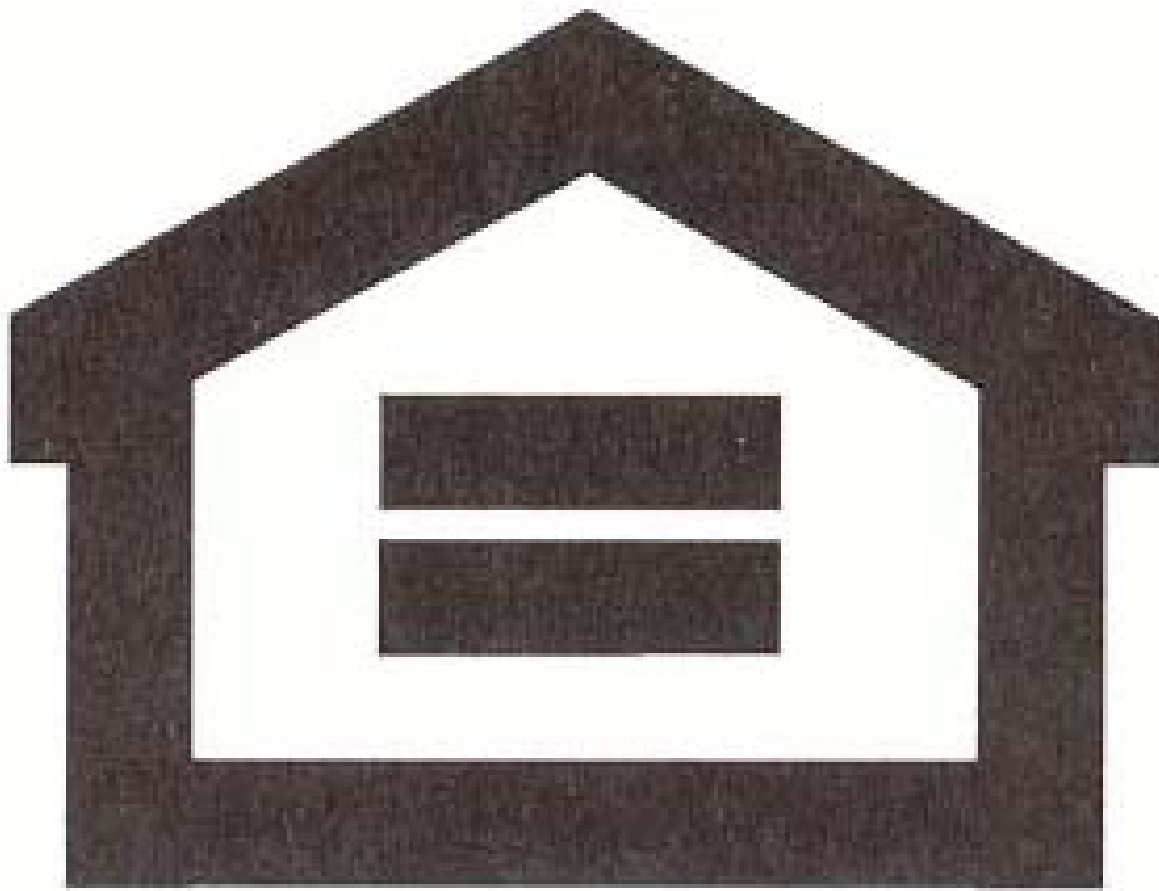
## **What are the Responsibilities of the Landlord?**

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The landlord has an obligation to both the Housing Authority through the Housing Assistance Payment Contract and to the tenant through the dwelling lease agreement. The housing assistance payment contract states a landlord agrees to the following:

1. Perform all management, maintenance, renting functions, including collection of the security deposit and the tenant's portion of the rent under the housing assistance payment contract for the participant who has a voucher.
2. Maintain the unit so that it meets Housing Quality Standards (HQS) throughout the leasing period. The Housing Authority will inspect the dwelling unit leased to an eligible family at least annually and at such other times as may be necessary to assure that the landlord is meeting his/her obligations to maintain the unit in a decent, safe, and sanitary condition.
3. If the Housing Authority notifies the landlord that he/she has failed to maintain the dwelling unit in a decent, safe, and sanitary condition and the landlord fails to take corrective action within the time prescribed, the Housing Authority may exercise any of its rights or remedies under the housing assistance payment contract, including abatement of the housing assistance payment (even if the family continues occupancy) and termination of the housing assistance payment contract.
4. Notify the Housing Authority, **in writing**, whenever a tenant becomes delinquent in the monthly rent payment or utility payments, as specified in the lease agreement.
5. Make prompt payments for utilities and services, as specified in the lease agreement.
6. Furnish the Housing Authority with the information required under the terms of the housing assistance payment contract.
7. Perform other obligations specified in the housing assistance payment contract with the Housing Authority and the lease agreement with the tenant.
8. Offer the tenant a new lease, after Housing Authority approval, at least sixty (60) days prior to the beginning of the new lease term. The landlord may terminate tenancy by working with the tenant and the Housing Authority to execute an Agreement for Mutual Rescission, or through eviction procedures instituted by court action, in accordance with Washington State Law.

The obligation to the tenant is outlined in the lease agreement and/or Tenancy Addendum, whereby the landlord agrees to maintain the unit in accordance to the housing quality standards and to enforce the tenant obligations listed in the lease agreement.



# EQUAL HOUSING OPPORTUNITY

It is ***Illegal*** to discriminate based on race, color, religion, sex, handicap, national origin or familial status.

For purposes of this rental assistance program:  
It is also ***Illegal*** to discriminate against anyone based on their eligibility for rental assistance.

## **What are the Responsibilities of the Family?**

In order to participate in the Housing Choice Voucher Rental Assistance Program, a tenant has responsibilities to both the landlord through the lease agreement and to the Housing Authority through the voucher. The tenant responsibilities to the landlord are listed on the *lease agreement and Tenancy Addendum*; also included, but are not limited to:

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

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

### **THE FAMILY SHALL:**

1. Supply such certification, release information or documentation as the Housing Authority determines to be necessary, including submissions required for an annual or interim re-examination of family income and composition.
2. Allow the Housing Authority to inspect the dwelling unit at reasonable times and after reasonable notice.
3. Notify the Housing Authority before vacating the dwelling unit.
4. Use the dwelling unit solely for residence by the family and as the family's principal place of residence, and shall not assign the Lease or transfer the unit.

### **THE FAMILY SHALL NOT:**

1. Own or have any interest in the dwelling unit. If the landlord is a cooperative, the family may be a member of the cooperative.
2. Commit any FRAUD in connection with the Housing Choice Voucher Rental Assistance Program.
3. Receive assistance under the Housing Choice Voucher Rental Assistance Program while occupying, or receiving assistance for occupancy or, any other unit assisted under any Federal housing assistance program.

## **What are the Responsibilities of the WWHA?**

The WWHA must:

1. Determine the family's program eligibility;

2. Conduct annual re-certifications of family income and annual inspections of the assisted unit;
3. Determine the amount of the housing assistance payment (HAP) and the family portion of rent to the landlord. The WWHA Board of Commissioners establishes the voucher payment standard, which is currently 110% of the HUD established fair market rent.
4. Approve rental units and subsidy. A rent reasonableness study is applied to each assisted unit.
5. Make housing assistance payments (HAP) to program participating landlords; and
6. Monitor program performance and compliance according to HUD rules and regulations.

## **What are the Responsibilities of HUD?**

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Congress allocates funding and passes laws for all housing programs. HUD's role in the Housing Choice Voucher program is to allocate money to the housing agencies and to develop policy, regulations, and other guidance that interprets housing legislation.

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

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Although the Housing Authority will work with tenants and landlords in an attempt to overcome any problems which may occur while on the Housing Choice Voucher Rental Assistance Program, there may come a time when the only option left is to terminate the housing assistance payments which are being made on the tenant's behalf. Listed below is a small list of reasons for termination, and is not to be considered all-inclusive:

- If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel;
- If the family has not reimbursed any Housing Authority for amounts paid to a landlord under a housing assistance payment contract for rent, damages to the unit, or other amounts owed by the family under the lease agreement;
- If the family breaches an agreement with the Housing Authority to pay amounts owed to a housing authority, or amounts paid to a landlord by a housing authority. At its sole discretion, the Housing Authority may elect to offer an agreement to pay amounts owed to a housing authority or amounts paid to a landlord by a housing authority. The terms of such agreement shall be prescribed solely by the Housing Authority;
- If the family violates their Family Obligations listed on the Voucher;

- If any member of the family fails to sign and submit consent forms for obtaining necessary information.

If the Housing Authority initiates an action to terminate the assistance, written notice of this decision will be copied to the landlord. However, the tenant has the right to request an Informal Hearing to contest the decision. If a termination notice were overturned at an Informal Hearing, the landlord would be notified of the decision.

## **Termination of Assistance by the Tenant**

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In accordance with the lease agreement and/or Tenancy Addendum, a tenant wishing to remain on the Housing Choice Voucher Rental Assistance Program is obligated to remain in the unit for at least 12 months before being given the option to move. However, a tenant may choose to terminate their assistance at any time. If they do, the housing assistance payment contract will also terminate, leaving the tenant responsible for the full amount of contract rent. If the tenant wishes to terminate their assistance and vacate the unit, the Housing Authority advises tenants to give proper notice to their landlord, in accordance with Washington State and local law.

## **Termination of Tenancy by the Landlord**

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During the term of the lease, a landlord has the right to terminate the tenancy of a tenant who is in violation of the dwelling lease. However, any eviction notice must be issued in accordance with the lease agreement, Washington State and local law. During the first year, the landlord must have cause to terminate the lease. Following the first year, if a new lease agreement is not signed, cause is not necessary. Copies of any eviction notices must be submitted to the Housing Authority at the same time the landlord notifies the tenant.

## **How Does a Landlord Participate in the Housing Choice Voucher Rental Assistance Program?**

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Any landlord willing to work within the guidelines of the Housing Choice Voucher Rental Assistance Program can place their property on the program. As discussed previously, the rent must be within the program limits and comparable to similar unassisted units in the area, the unit must meet the housing quality standards, and the landlord must be willing to maintain and enforce their obligations under the signed lease agreement and housing assistance payment contract. The Walla Walla Housing Authority provides a courtesy list of available rental units, which is available to program participants as well as the general public. A landlord who would like to add their available rental units to this listing, FREE, should contact the Information Coordinator at 509-527-4542, extension 100.

The Housing Authority will deny participation by an owner at the discretion of HUD. The Housing Authority will also deny owner's participation, in accordance with the established Administrative Plan, for any of the following reasons:

- a. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- b. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- c. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- d. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- e. The owner has a history or practice of renting units that fail to meet State or local codes; or
- f. The owner has not paid State or local real estate taxes, fines, or assessments.
- g. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
  1. premises by tenants, WWHA employees or owner employees; or
  2. residences by neighbors
- h. If the owner were the parent, child, grandparent, grandchild, sister, or brother or any member of the family unless the WWHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.
- i. Other conflicts of interest under Federal, State, or local law.

## Definition of Terms

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**1937 Housing Act:** The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.)

**Administrative Plan:** The plan that describes housing authority policies for the administration of the tenant-based programs.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

**Applicant (applicant family):** A family that has applied for admission to a program but is not yet a participant in the program.

**Domicile:** The legal residence of the household head or spouse as determined in accordance with State and local law.

**Decent, safe, and sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

**Fair Market Rent (FMR):** The rent, including the cost of utilities (except telephone), as established to HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent safe and sanitary rental housing (non-luxury) nature with suitable amenities.

**Housing Assistance Payment (HAP):** The monthly assistance by a housing authority, which includes (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.

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

**Housing Voucher:** A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

**Housing Voucher Holder:** A family that has an unexpired housing voucher.

**Jurisdiction:** The area in which the housing authority has authority under State and local law to administer the program.

**Lease:** A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit

by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

**Monthly-Adjusted Income:** One twelfth of adjusted income.

**Participant (participant family):** A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

**Payment Standard:** In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

**Public Housing:** Housing assisted under the 1937 Act, other than under Section 8, Public Housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

**Public Housing Agency:** A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

**Reasonable Rent:** A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

**Re-certification:** A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

**Rent to owner:** The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

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

**Tenant:** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

**Tenant Rent:** The amount payable monthly by the family as rent to the owner minus any utility allowance.

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and

other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**Voucher (rental voucher):** A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and state the obligations of the family under the program.

**Voucher Holder:** A family holding a voucher with unexpired search time.

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## Acronyms

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment

## Exhibits & Reference Material

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- [Request for Tenancy Approval form](#) – for review only
- [Housing Assistance Payment Contract](#) – for review only
- Crime Free Rental Housing – program offered by City of Walla Walla
- [A Good Place to Live!](#) – HUD’s guidebook to Housing Quality Standards
- The Scoop – monthly landlord newsletter
- [Landlord-Tenant Law](#) – Attorney General’s Office
- [Preventing Drug Labs on Your Property Tips for Landlords](#) – Washington State Department of Health
- [Disclosure of Lead Hazards](#)– sample form, may be reproduced and/or modified for personal use
- [Fire Safety Notification](#) – sample form, may be reproduced and/or modified for personal use
- [Move-In / Move-Out Checklist](#) – sample form, may be reproduced and/or modified for personal use
- [Rental Agreement](#) – sample form, may be reproduced and/or modified for personal use
- [Three-Day Notice to Pay Rent or Vacate](#) – sample form; may be reproduced and/or modified for personal use
- [Notice Terminating Tenancy](#) – sample form; may be reproduced and/or modified for personal use
- [Equal Housing Opportunity](#) – US Dept of HUD poster, form HUD-928.1
- [Protect Your Family From Lead in Your Home](#) – EPA information handbook; required to be provided to tenants
- [A Brief Guide to Mold, Moisture, and Your Home](#) – EPA information handbook; recommended to be provided to tenants
- [Don’t Be a Victim of Loan Fraud](#) – HUD information pamphlet; recommended for anyone seeking a loan
- [A Guide to Disability Rights Laws](#) – US Dept of Justice information handbook

Helpful websites for additional information and resources:

- US Department of Housing and Urban Development (HUD)  
[www.hud.gov](http://www.hud.gov)
- US Department of Justice  
[www.usdoj.gov](http://www.usdoj.gov)
- Environmental Protection Agency (EPA)  
[www.epa.gov](http://www.epa.gov)
- Tenants Union  
[www.tenantsunion.org](http://www.tenantsunion.org)
- Consumer Product Safety Commission  
[www.cpsc.gov](http://www.cpsc.gov)
- US Attorney General’s Office  
[www.wa.gov/ago/](http://www.wa.gov/ago/)
- Washington State Department of Health  
[www.doh.wa.gov](http://www.doh.wa.gov)