

THE TAMPA HOUSING AUTHORITY

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HOUSING CHOICE VOUCHER PROGRAM

# LANDLORD GUIDE

THE TAMPA HOUSING AUTHORITY – HOUSING CHOICE VOUCHER PROGRAM

# **LANDLORD GUIDE**

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## INTRODUCTION

### *What is the Housing Choice Voucher (Section 8) Program?*

The Section 8 Tenant-Based Assistance Program administered by The Tampa Housing Authority, (THA) is funded by the United States Department of Housing and Urban Development (HUD), the purpose of the program is to make decent, safe and sanitary housing affordable to very-low, and extremely low income households in the private rental market.

**FACT OF PRIDE:**  
The Tampa Housing Authority's  
Housing Choice Voucher Program  
is currently the 3<sup>rd</sup> largest Assisted  
Housing Program in Florida.

Households that meet eligibility requirements normally pay approximately 30% to 40% of their adjusted monthly income towards their monthly rent and utility costs. The program pays the balance of

the rent directly to the owner of the rental property or to their appointed agent.

In order for the Section 8 Program to be successful, it is vital that a good working relationship is developed between Tampa Housing Authority and property owners and managers who contract with the THA to provide housing for program participants. The goal of this guide is to provide landlords with all the information needed to be successful, in not only renting to a Section 8 participant, but as a landlord in general.

## The Responsibilities of Each Party

The family seeking assistance, the owner(s) of the unit and the Tampa Housing Authority are all involved in the process of ensuring that the dwelling unit satisfies the HUD Housing Quality Standards. A summary of the responsibilities of each party is listed below:

### The Responsibilities of the Tampa Housing Authority

- ✓ Ensure that all units in the Section 8 Housing Choice Voucher Program, at a minimum, meet the Housing Quality Standards and City code requirements.
- ✓ Make initial inspection of units in response to the Request for Tenancy Approval. Inform the potential tenant and owner(s) of results, and necessary action.
- ✓ Encourage tenants and owner(s) to maintain units up to Housing Quality Standards or higher.
- ✓ Complete complaint inspections in response to tenant or owner(s) requests. Inform the tenant or owner(s) of necessary corrections and the time period for compliance. Take action against the tenant or owner(s) (as appropriate) if compliance is not obtained within the time period specified.

### The Responsibilities of the Tenant

- ✓ Comply with the terms of the lease.
- ✓ Help to keep the unit safe and sanitary.
- ✓ Cooperate with the owner(s) by informing him/her of any necessary repairs.
- ✓ Cooperate with the Tampa Housing Authority for initial, annual, and complaint inspections.

### The Responsibilities of the Owner

- ✓ Comply with the terms of the lease.
- ✓ Maintain the unit and keep it at least up to the Housing Quality Standards.
- ✓ Cooperate with the tenant by responding promptly to requests for needed repairs or maintenance.
- ✓ Cooperate with the Tampa Housing Authority on initial, annual, and complaint inspections, including making necessary repairs within the prescribed time frame.

## The HAP CONTRACT

*What is the HAP Contract and Why an Owner MUST sign it.*

**T**he HAP (Housing Assistance Payment) Contract is contract between the PHA (Public Housing Authority) and the owner. The HAP Contract is entered to provide assistance for the family under the Section 8 voucher program per the Code of Federal Regulations

**FACT OF PRIDE:**  
The Tampa Housing Authority's Housing Choice Voucher Program currently serves over 4,000 families.

(24CFR) part 982. The HAP Contract only applies to the household and the contract unit specified in Part A of the HAP contract (pages 1 and 2).

During the HAP Contract term, the Tampa Housing Authority will pay housing assistance payments to the owner in accordance with the HAP Contract.

The family will reside in the contract unit with the assistance under the Section 8 voucher program. The housing assistance payments by the Tampa Housing Authority assist the tenant to lease the contract unit from the owner during the specified lease term.

**Note: All perspective, new and current owners should possess and understand the HUD HAP Contract. A copy is found within this Landlord Guide, is available upon request, or can be downloaded at [www.hud.gov](http://www.hud.gov).**

### The HAP Contract is divided into 3 (three) parts:

**Part A** (pages 1 and 2) – identifies the family name (including all household members), the unit address, the contract rent amount, the subsidy amount (at the time the contract begins), which party is responsible for the utilities and appliances, and contains the signatures of both the Tampa Housing Authority and the owner/owner’s agent.

**Part B** (pages 3 – 7) – details the responsibilities and what is expected of the owner. This section includes, but is not limited to, defining the term of the contract, reasonable rent, the payment to owner, overpayments to owner and owner breach of contract.

**Part C** (pages 8 – 10) – encompasses the Tenancy Addendum. The Tenancy Addendum is an automatic addendum to EVERY program participant’s lease. A copy of this addendum should be attached to every lease and provided to the program participant.

### Term of the HAP Contract

The term of the HAP Contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).

### When Does the HAP Contract Terminate?

It is important for owners to understand that the HAP contract **can/will be terminated** at any time (regardless of whether or not the lease is at or nearing expiration) IF any of the following conditions apply:

1. If the lease is terminated by the owner or the tenant.
2. If the family has failed to comply with program requirements. If the Tampa Housing Authority terminates assistance for the family, the HAP contract AUTOMATICALLY terminates.
3. If the family moves from the contract unit.
4. If the client is responsible for 100% of the contract rent – the HAP contract shall be terminated after 180 calendar days of the last payment to the owner.
5. If available program funding is not sufficient to support continued assistance for families in the program.
6. If the contract unit no longer provide adequate space, in accordance with Housing Quality Standards, for the family. This is usually due to an increase in family size or a change in family composition.
7. If the family breaks up the HAP contract MAY be terminated or the PHA may elect to continue payments on behalf of the remaining family members.
8. If the contract unit does not meet all requirements of the Housing Quality Standards (HQS) or if the PHA determines that the owner has otherwise breached the HAP Contract. (see Chapter 5-Unit Inspections).

**UNLESS THE OWNER HAS COMPLIED WITH ALL PROVISIONS OF THE HAP CONTRACT, THE OWNER DOES NOT HAVE A RIGHT TO RECEIVE HOUSING ASSISTANCE PAYMENTS UNDER THE HAP CONTRACT.**

## The LEASE AGREEMENT

### *What Every Owner Needs to Know*

The Tampa Housing Authority Section 8 Housing Choice Voucher Program does not prohibit or inhibit the normal owner/tenant responsibilities as prescribed by the Florida state statutes and the Housing Assistance Payment (HAP) Contract. The Tampa Housing Authority acts

**FACT OF PRIDE:**  
**The Tampa Housing Authority has established the *Affordable Homeownership Center* to assist our residents and clients in becoming homeowners.**

only as a subsidy agent, paying a portion of the rent on the tenant's behalf directly to the landlord based on the family's income. The Housing Authority does not interfere with normal landlord/tenant interrelationships. However, the Housing Authority can act as arbitrator to help resolve problems and, upon written request, the Housing

Counselor will counsel the family regarding a repeated problem the landlord may be experiencing with a tenant, only after the landlord has personally tried to resolve the matter first himself.

### **Important Facts Regarding the Lease Agreement:**

1. The lease must be consistent with State and local law.
2. Must contain the FULL address of the unit to be subsidized.
3. Must contain the names of the owner and the tenant.
4. The amount of the monthly rent to owner
5. The lease must be in a standard form and should generally be the same lease used for other unassisted tenants.



**Important Facts Regarding the Lease Agreement cont'd:**

6. The lease must contain a word-for-word account of which party (owner or tenant) is responsible for the utilities.
7. The lease should specifically indicate any additional fees that are not included in the contract rent (cable, phone, washer/dryer etc).
8. The lease must be approved by the Tampa Housing Authority.
9. It must be understood that the Housing Choice Voucher Program *Tenancy Addendum* is an automatic addendum to every tenant lease. If there is any conflict between the Tenancy Addendum and provision of the owner/tenant lease – then the Tenancy Addendum shall control (see Chapter 4 – Tenancy Addendum)

**It is a common misconception** that the Tampa Housing Authority is responsible for the lease enforcement of Section 8 participants. The individual landlord/owner is responsible for enforcing the terms/conditions of the lease agreement (no pet policy, failure to pay rent etc.) However, the landlord should always provide the agency with copies of notices sent to the tenant regarding lease violations (7 day Notices, 3 Day Notices, Warnings etc). In general, a Section 8 Participant should be treated no differently than any other unassisted tenant. If our client is committing serious/repeated violations of the lease – then the landlord should enforce the lease in accordance with Florida law (providing copies of all paperwork to the Tampa Housing Authority).

**Note: All prospective, new and current owners should be reasonably familiar with the Florida Landlord/Tenant Law. Information regarding Florida's laws regarding landlord/tenant issues can be obtained via 1-800-HELP-FLA (English) , 1-800-FL-AYUDA (Spanish) or [www.800helpfla.com](http://www.800helpfla.com).**

## THE TENANCY ADDENDUM

### *What is it?*

The Housing Choice Voucher Program Tenancy Addendum is a three (3) page HUD addendum which is attached to every tenant lease. It is important for an owner to be aware that THE TENANT MAY ENFORCE THE TENANCY ADDENDUM

**FACT OF PRIDE:**  
 The Tampa Housing Authority subsidizes units throughout Hillsborough County (including New Tampa and Sun City Center).

AGAINST THE OWNER – if he/she is failing to comply with or violating its terms. If ever there is a conflict between a provision of the owner/tenant lease and the HUD Tenancy Addendum, then the Tenancy Addendum shall super-cede the lease agreement. The Tenancy Addendum addresses some of

the following issues:

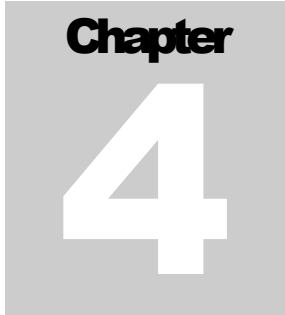
1. **Rent To Owner** – The rent to owner may not exceed the amount approved by The Tampa Housing Authority. The rent to owner may not be raised during the initial lease term. In addition, the rent to owner may NEVER exceed the reasonable rent determined by the Tampa Housing Authority or the rent charged by the owner for comparable unassisted units on the premises.
2. **Family Payments to Owner** – The family is responsible for paying their monthly rent portion (as determined by the Tampa Housing Authority). At no time, may the family be held responsible for the portion rent to be covered by the Tampa Housing Authority. The owner MAY NOT charge or accept, from the family or other party, any payment for rent of the unit in addition to the rent to owner.

### The Tenancy Addendum cont'd:

3. **Maintenance, Utilities and Other Services** – The owner must maintain the unit and premises in accordance with the Housing Quality Standards (HQS) – See Chapter 54– Unit Inspections. The owner is NOT responsible for a breach of the HQS caused by the tenant’s failure to maintain utilities that are to be paid by the tenant or appliances that are to be maintained by the tenant.
4. **Termination of Tenancy by Owner** – The owner may only terminate tenancy in accordance with the lease and HUD requirements. Such reasons for termination include but are not limited to: Serious or repeated lease violation, violent criminal activity, drug-related criminal activity, disturbance of neighbors and destruction of property.
5. **Eviction** – The owner may only evict the tenant by court action.
6. **Lease as Related to the HAP Contract** – If the HAP Contract terminates for any reason, the lease terminates automatically.
7. **PHA Termination of Assistance** – The PHA may terminate program assistance for the family, due to program non-compliance, AT ANY TIME. If the PHA terminates program assistance then the lease is terminated automatically.
8. **FAMILY MOVE OUT** – The tenant must notify the PHA and the owner before the family moves out of the unit.
9. **PROHIBITION OF DISCRIMINATION** – The owner must not discriminate against any person because of race, color, religion, sex, nation origin, familial status or disability.
10. **CHANGES IN LEASE OR RENT** – The owner must notify the Tampa Housing Authority of any change in the amount of the rent to owner at least sixty (60) days before any such changes go into effect, and the amount of rent to owner following any such agreed change MAY NOT exceed the reasonable rent for the unit as determined by the Tampa Housing Authority.

The HUD Tenancy Addendum should be reviewed in full by any perspective, new or current Section 8 landlord. All provisions of the Tenancy Addendum have NOT been covered above, only those sections that give the most general explanation/overview of the Housing Choice Voucher Program.

**Note: All perspective, new and current owners should possess and understand the HUD Tenancy Addendum. A copy is found within the New Landlord Packet, is available upon request, or can be downloaded at [www.hud.gov](http://www.hud.gov).**



## UNIT INSPECTIONS

### *Purpose and Types*

**T**here are 4 (four) types of inspections conducted concerning subsidized units of the Housing Choice Voucher Program. They are the Initial Inspection, Annual Inspection, Special Inspection and the Quality Control Inspection. The purpose of each of these

**FACT OF PRIDE:**  
**Our Motto:**  
**“Building a world-class  
community, one family and  
one neighborhood at a time”**

inspections is the same – to ensure that the agency is ONLY subsidizing units that meet the Housing Quality Standards set by HUD. Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease.

HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

Currently the Tampa Housing Authority utilizes *CGI Associates* to assist in the inspection of current and potential Section 8 Units. The owner and the tenant are always reasonably notified of the date and time an inspect inspection is scheduled to take place.

### **Guidelines/Types of Inspections**

The THA has adopted local requirements of acceptability in addition to those mandated by the HUD Regulations. All units must meet the minimum standards set forth in the City of Tampa and Hillsborough

## LANDLORD GUIDE TO THE HOUSING CHOICE VOUCHER PROGRAM

County Building/Housing Code. In cases of inconsistency between the Code and these HQS, the stricter of the two shall prevail.

### **Guidelines/Types of Inspections cont'd**

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards.

The THA will not promote any additional acceptability criteria which are likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

All utilities must be in service prior to the effective date of the HAP contract. If the utilities are not in service at the time of inspection, the Inspector will notify the tenant or owner (whomever is responsible for the utilities according to the RFTA to have the utilities turned on. The tenant will certify that the utilities are on and provide receipt.

If the tenant is responsible for supplying the stove and/or the refrigerator, the THA will allow the stove and refrigerator to be placed in the unit after the unit has passed all other HQS. The family must then certify that the appliances are in the unit and working. The THA will not conduct a re-inspection.

### **There are four types of inspections the THA will perform:**

1. **Initial/Move-in:** Conducted upon receipt of Request for Approval of Tenancy.
2. **Annual:** Must be conducted within twelve months of the last annual inspection.
3. **Special/Complaint:** At request of owner, family or an agency or third-party.
5. **Quality Control**

### **The Initial HQS Inspection**

The Initial Inspection will be conducted to:

Determine if the unit and property meet the HQS defined in this Plan.

Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.

Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial Housing Quality Standards inspection, the owner will be advised to notify the THA once repairs are completed. If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed re-inspections has occurred, the family must select another unit.

### **The Annual HQS Inspection**

The THA conducts an inspection in accordance with Housing Quality Standards at least annually. Special inspections may be scheduled between anniversary dates. HQS deficiencies which cause a unit to fail must be corrected by the landlord unless it is a fail for which the tenant is responsible.

The family must allow the THA to inspect the unit at reasonable times with reasonable notice. Inspections will be conducted on business days only. Reasonable hours to conduct an inspection are between 8:00 a.m. and 5:00 p.m., unless otherwise arranged.

### **Time Standards for Repairs**

Emergency items which endanger the family's health or safety must be corrected by the owner within 24 hours of notification. For non-emergency items, repairs must be made within 30 days. For major repairs, the Director of Assisted Housing or his/her designee may approve an extension beyond 30 days.

### **The Special/Complaint HQS Inspection**

If at any time the family or owner notifies the THA that the unit does not meet Housing Quality Standards, the THA will conduct an inspection. The THA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The THA will inspect only the items which were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs. The responsible party will be required to complete all the repairs within 15 days of failing inspection.

If the annual inspection date is within sixty (30) days of a special inspection, and as long as all items are inspected that are included in an annual inspection, the special inspection will be categorized as annual and all annual procedures will be followed.

## **The Quality Control Inspection**

Quality Control inspections will be performed by the Inspection Manager. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

## **Basic Inspection Criteria**

When a THA inspector assesses a potential or current unit, he/she will be attempting to verify that unit adheres with local codes and program regulations. Below are some local codes which the inspector will be focusing on, however, it should be understood that a unit could fail inspection for an issue/factor OUTSIDE THE SCOPE of this list – if the particular issue/factor is considered a safety hazard or a sanitation concern.

### **Walls:**

In areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired or replaced.

Any exterior or interior surfaces with peeling or chipping paint must be scraped and painted with two coats of unleaded paint or other suitable material.

### **Windows:**

All window sashes must be in good condition, solid and intact, and fit properly in the window frame. Damaged or deteriorated sashes must be replaced.

Windows must be weather stripped as needed to ensure a watertight seal.

Window screens must be in good condition. (Applies only if screens are present)

Any room for sleeping must have a window.

### **Doors:**

All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.

All interior doors must have no holes, have all trim intact, and be able to be opened without the use of a key.

## Basic Inspection Criteria cont'd

### Floors:

All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be re-secured and made level. If they cannot be leveled, they must be replaced.

All floors must be in a finished state (no plywood).

All floors should have some type of base shoe, trim, or sealing for a "finished look." Vinyl base shoe may be used for kitchens and bathrooms.

### Sinks:

All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.

All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.

All sinks must have functioning stoppers.

### Security:

If window security bars or security screens are present on emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

Owners are responsible for providing and replacing old batteries for battery powered units. Tenants will be instructed not to tamper with smoke detectors or remove batteries.

### Bedrooms:

Bedrooms in basements or attics are not allowed unless they meet local code requirements and must have adequate ventilation and emergency exit capability.

Minimum bedroom ceiling height is 7'6" or local code, whichever is greater. Sloping ceilings may not slope to lower than five feet in the 70 square foot area.

### Modifications

Modifications or adaptations to a unit due to a disability must meet all applicable HQS and building codes.

Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and landlord. PHA will allow execution of the HAP contract if unit meets all requirements and the modifications do not affect the livability of the unit.

## Emergency Repair Items

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the Inspector:



### **Emergency Repair Items cont'd**

**Lack of security for the unit**

**Waterlogged ceiling in imminent danger of falling**

**Major plumbing leaks or flooding**

**Natural gas leak or fumes**

**Electrical problem which could result in shock or fire**

**No heat when outside temperature is below 50 degrees Fahrenheit and temperature inside unit is below 60 degrees Fahrenheit.**

**Utilities not in service**

**No running hot water**

**Broken glass where someone could be injured**

**Obstacle which prevents tenant's entrance or exit**

**Lack of functioning toilet**

The THA may give a short extension (not more than 24 additional hours) whenever the responsible party cannot be notified or it is impossible to effect the repair within the 24-hour period.

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by the THA, and the family.

If the emergency repair item(s) are not corrected in the time period required by the THA, and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by the THA, and it is an HQS breach which is a family obligation, the THA will terminate the assistance to the family.

### **Smoke Detectors**

Inoperable smoke detectors are a serious health threat and will be treated by the THA as an emergency (24 hour) fail item.

If the smoke detector is not operating properly the PHA will contact the owner by phone and request the owner to repair the smoke detector within 24 hours. The THA will re-inspect the unit the following day.

If the THA determines that the family has purposely disconnected the smoke detector (by removing batteries or other means), the family will be required to repair the smoke detector within 24 hours and the THA will re-inspect the unit the following day.

The THA will issue a written warning to any family determined to have purposely disconnected the unit's smoke detector. Warning will state that deliberate disconnection of the unit's smoke detector is a health and fire hazard and is considered a violation of the HQS.

### **Consequences If the Owner is Responsible (Non-Emergency Items)**

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the THA, the assistance payment to the owner will be **abated**.

### **Abatement**

Abatement is a cessation in payment. When a unit is abated, the Tampa Housing Authority will stop making payments on behalf to the owner for the assisted unit. **If a unit is under abatement, the owner MAY NOT require that the tenant pay the Tampa Housing Authority's portion of rent.**

A Notice of Abatement will be sent to the owner, and the abatement will be effective from the day after the date of the second failed inspection. A notice may be sent requiring the family to transfer, depending on the nature of the repair(s) needed. The notice of abatement states that the tenant is not responsible for the THA's portion of rent that is abated. **No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS.**

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

The THA will advise owners of their responsibility to notify the tenant of when the re-inspection will take place. The family will be notified of the re-inspection date and may inform the owner.

### **Abate-Cure Inspections**

The owner may request an "Abate-Cure" Inspection. This request must be made in writing to the Housing Program Manager and should also be signed by the tenant (to verify that the tenant wished to remain in the unit). **IF this request is approved, a \$30.00 fee must be paid to the Tampa Housing Authority before the Abate-Cure Inspection will be scheduled.**

### **Extensions**

An owner has the right to request an extension, in writing, to the attention of Clarence Brown, Director of Assisted Housing, within 25 days of the date the inspection takes place.

## Determination of Responsibility

Certain HQS deficiencies are considered the responsibility of the family:

**Tenant-paid utilities not in service**

**Failure to provide or maintain family-supplied appliances**

**Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear" is defined as items which could be charged against the tenant's security deposit under state law or court practice.**

The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The THA may terminate the family's assistance on that basis.

The inspector will make a determination of owner or family responsibility during the inspection.

**If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.**

## Consequences if the Family is Responsible

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the THA will require the family make any repair(s) or corrections within thirty (30) days. If the repair(s) or correction(s) are not made in this time period, the THA will terminate assistance to the family, after providing an opportunity for an informal hearing. Extensions in these cases must be approved by Director of Assisted Housing or his/her designee. **The owner's rent will not be abated for items which are the family's responsibility.** If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

## Rent Reasonableness

### *What Is It and How Is It Determined?*

**T**he THA will determine and document, on a case-by-case basis, that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market. This applies to all programs. The THA will not approve a lease until the THA determines that

**FACT OF PRIDE:** The Tampa Housing Authority offers the Family Self-Sufficiency (FSS) Program to current Section 8 participants. One of the missions of this program is to assist participants in becoming homeowners.

the initial rent to owner is a reasonable rent. The THA must re-determine the reasonable rent before any increase in the rent to owner. The THA must re-determine rent reasonableness if directed by HUD and based on a need identified by the THA's auditing system. The THA may elect to re-determine rent

reasonableness at any other time. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by the THA.

The owner will be advised that by accepting each monthly housing assistance payment s/he will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

If requested, the owner must give the THA information on rents charged by the owner for other units in the premises or elsewhere.

The data for other unassisted units will be gathered from newspapers, realtors, professional associations, market surveys, and other available sources.

## Rent Reasonableness Cont'd

The market areas for rent reasonableness are zip codes within the THA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

**The following items will be used for rent reasonableness documentation:**

In addition to the unit passing the required inspection, it must also pass a rent reasonableness test. The Tampa Housing Authority must certify that the contract rent for each unit for which a lease has been approved is:

- Reasonable in relation to rents currently being charged for comparable units in the private, unassisted market.
- Not in excess of rents currently being charged by the owner for comparable unassisted units. The items that are surveyed to make the determination that the unit is reasonably priced include:
  1. **Location of unit** within the community, including whether the unit is located in a transitional neighborhood where the rentals may be higher or lower than usual, and the availability and accessibility of public transportation to schools, stores, and medical facilities.
  2. **Unit size**, including number of bedrooms, bathrooms, and square feet of living space.
  3. **Unit type**, such as garden apartment, elevator building, townhouse, single-family house.
  4. **Quality**- the extent to which the unit meets or exceeds the Housing Quality Standard.
  5. **Amenities**, including air conditioning, carpeting, dishwasher, washer/dryer connections, garbage disposal, location of the unit within the building, etc.
  6. **Housing Services**, programs offered, facilities, including availability of playgrounds, storage, parking, etc.
  7. **Management and Maintenance Service**, provide, such as frequency of unit and grounds upkeep, availability of on-site resident manager and services, etc.
  8. **Date**, unit was built or substantial rehabilitation.
  9. **Utilities** that are included in the rent.



## PAYMENT STANDARDS

### *What Are They?*

**S**ection 8 Housing Choice Voucher Payment Standards are implemented by the Tampa Housing Authority and established based on current fair market rents. The payment standard represents the maximum amount of subsidy that the Tampa Housing Authority will allow for a

**FACT OF PRIDE:**  
 The Tampa Housing Authority currently employs 250 people, including 23 residents.

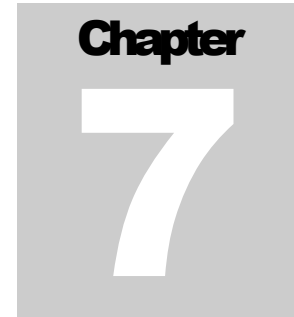
family based upon the bedroom size allotted on the Housing Choice Voucher. Rents for the Housing Choice Voucher Program are negotiated by the family and the landlord, with the assistance of THA, if requested. The Payment Standard is used

to calculate the housing assistance payment for a family.

### PAYMENT STANDARDS FOR THE TAMPA HOUSING AUTHORITY EFFECTIVE 10/01/2012

0 Bedroom	\$582.00
1 Bedroom	\$793.00
2 Bedroom	\$959.00
3 Bedroom	\$1221.00
4 Bedroom	\$1467.00
5 Bedroom	\$1687.00

**Note: The Payment Standard represents the maximum subsidy that the Tampa Housing Authority will allow (based on bedroom size). THIS DOES NOT MEAN THAT RENT WILL BE APPROVED AT THE MAXIMUM AMOUNT. The Tampa Housing Authority will approve a proposed rent - after considering the client's income, the payment standard, the rent reasonableness data for the unit, as well as, which party (owner or tenant) is responsible for which utilities.**



## Utilities

### *What Every Owner Needs To Know*

**T**he Tampa Housing Authority factors in which party is responsible for the payment of Electricity, Natural Gas, Water, Sewer and/or Trash Service when considering a Request for Tenancy Approval. The agency establishes Utility Allowances based on the type of unit,

**FACT OF PRIDE:**  
 Members of the Tampa Housing Authority's Board of Commissioners are appointed by the Mayor of Tampa to 4-year terms.

the number of bedrooms in the unit and the unit's location (City of Tampa, Hillsborough County, Temple Terrace etc). The Utility Allowances provide an estimate of the average monthly cost for utilities that the family can expect to pay.

The Utility Allowance is NOT meant to determine the EXACT cost of the family's monthly utilities but only serves as an estimation of the cost per month. The Utility Allowance is considered when examining the Request for Tenancy Approval because the agency must ensure that the tenant can afford BOTH their rent portion as well as the utilities for the unit. In addition, considering the Utility Allowance also helps to determine the reasonable rent for the unit (i.e. if the landlord is paying ALL utilities then a proposed higher rent is more reasonable).

**Before a Request for Tenancy Approval can be considered the owner should advise the agency of the following:**

- Which party (owner/tenant) will be responsible for payment of the utilities.

**LANDLORD GUIDE TO THE HOUSING CHOICE VOUCHER PROGRAM**

-Which entity provides the utility services: (City of Tampa, Temple Terrace, Hillsborough County, Well Water/Septic System).

The landlord is responsible for the utilities during the lease term as specified by the HAP Contract and the lease agreement (both MUST match). Neither the landlord nor the tenant may make changes regarding who is responsible for the utilities (during the term of the HAP Contract) without FIRST notifying and receiving approval from the Tampa Housing Authority.

**If a tenant has failed** to maintain utility service as outlined in the lease agreement and HAP Contract the owner should immediately notify the Tampa Housing Authority immediately, as this is considered a violation of the tenant's obligations as a Section 8 Participant.

**If the owner has failed** to maintain utility service as outlined in the lease agreement and HAP Contract the client should notify the Tampa Housing Authority immediately, as this is considered an owner breach of the HAP Contract.

**Note: The owner should provide verification, upon request, as to which entity provides electric, water, sewer and trash service to a prospective unit. This information DOES INFLUENCE the Utility Allowance of the prospective unit. Typically, electric and gas service within Hillsborough County is provided by the Tampa Electric Company (TECO). Verification of water/sewer service can be obtained by contacting the following:**

- Hillsborough County Water/Sewer: - 813 -272-6680
- City Of Tampa Water/Sewer: 813-274-8121
- City of Temple Terrace Water/Sewer: 813-989-7170



### Utility Allowance Schedule – Garden Apartment (Eff. 10/2012)

Locally:			Unit Type:					
Tampa, FL (PHA FL-003)			GARDEN APARTMENT/HIGHRISE					
			0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
<b>Heating</b>	a.	Natural Gas	2	3	4	5	6	7
	b.	Bottle Gas	8	11	14	17	21	24
	c.	Oil	-	-	-	-	-	-
	d.	Electric	2	3	4	5	7	9
	e.	Coal/Other	-	-	-	-	-	-
<b>Cooking</b>	a.	Natural Gas	5	7	9	12	15	17
	b.	Bottle Gas	19	27	34	42	53	61
	c.	Electric	6	8	11	13	17	19
<b>Other Electric/Lighting</b>			26	32	37	43	51	56
<b>Air Conditioning</b>			12	17	22	28	38	46
<b>Water Heating</b>	a.	Natural Gas	8	12	15	18	23	27
	b.	Bottle Gas	30	42	54	66	84	96
	c.	Oil	-	-	-	-	-	-
	d.	Electric	11	16	20	25	31	36
<b>Water &amp; Sewer</b>	a.	Tampa	17	25	43	69	96	129
	b.	Temple Terrace	28	38	57	85	116	148
	c.	Hillsborough County	44	51	65	89	113	138
<b>Trash Collection</b>			29	29	29	29	29	29
<b>Range (\$3 if microwave)</b>			14	14	14	14	14	14
<b>Refrigerator</b>			14	14	14	14	14	14
<b>Other-Gas fixed charge</b>			12	12	12	12	12	12

**Utility Allowance Schedule – Single Family Home (Eff. 10/2012)**

Locally:			Unit Type:							
<b>Tampa, FL (PHA FL-003)</b>			<b>SMT: Single Family Detached</b>							
			0 BR	1 BR	2 BR	3 BR	4 BR	5 BR		
<b>Heating</b>	a.	Natural Gas	4	5	7	8	10	12		
	b.	Bottle Gas	13	19	24	29	37	43		
	c.	Oil	-	-	-	-	-	-		
	d.	Electric	4	6	8	10	13	16		
	e.	Coal/Other	-	-	-	-	-	-		
<b>Cooking</b>	a.	Natural Gas	5	7	9	12	15	17		
	b.	Bottle Gas	19	27	34	42	53	61		
	c.	Electric	6	8	11	13	17	19		
<b>Other Electric/Lighting</b>			26	32	37	43	51	56		
<b>Air Conditioning</b>			12	17	22	28	38	46		
<b>Water Heating</b>	a.	Natural Gas	8	12	15	18	23	27		
	b.	Bottle Gas	3	42	54	6	84	96		
	c.	Oil	-	-	-	-	-	-		
	d.	Electric	11	16	20	25	31	36		
<b>Water &amp; Sewer</b>	a.	Tampa	22	34	57	93	137	181		
	b.	Temple Terrace	35	47	73	113	155	198		
	c.	Hillsborough County	48	58	78	110	143	178		
<b>Trash Collection</b>			29	29	29	29	29	29		
<b>Range (\$3 if microwave)</b>			14	14	14	14	14	14		
<b>Refrigerator</b>			14	14	14	14	14	14		
<b>Other-Gas fixed charge</b>			12	12	12	12	12	12		

**Utility Allowance Schedule – Duplex/Rowhouse (Eff. 10/2012)**

Locality:		Unit Type:						
Tampa, FL (PHA FL-003)		DRT: DUPLEX/ROW HOUSE/TOWNHOUSE						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
<b>Heating</b>	a. Natural Gas	3	4	5	6	8	9	
	b. Bottle Gas	10	14	19	23	29	33	
	c. Oil	-	-	-	-	-	-	
	d. Electric	3	5	6	7	10	12	
	e. Coal/Other	-	-	-	-	-	-	
<b>Cooking</b>	a. Natural Gas	5	7	9	12	15	17	
	b. Bottle Gas	19	27	34	42	53	61	
	c. Electric	6	8	11	13	17	19	
<b>Other Electric/Lighting</b>		26	32	37	43	51	56	
<b>Air Conditioning</b>		17	23	30	38	52	62	
<b>Water Heating</b>	a. Natural Gas	8	12	15	18	23	27	
	b. Bottle Gas	30	42	54	66	84	96	
	c. Oil	-	-	-	-	-	-	
	d. Electric	11	16	20	25	31	36	
<b>Water &amp; Sewer</b>	a. Tampa	17	25	43	69	96	129	
	b. Temple Terrace	28	38	57	85	116	148	
	c. Hillsborough County	44	51	65	89	113	138	
<b>Trash Collection</b>		29	29	29	29	29	29	
<b>Range (\$3 if microwave)</b>		14	14	14	14	14	14	
<b>Refrigerator</b>		14	14	14	14	14	14	
<b>Other-Gas fixed charge</b>		112	12	12	12	12	12	



## The Request for Tenancy Approval

### *Completion and Processing*

**A**fter families have been issued a voucher, they may search for a unit anywhere within Hillsborough County. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payment Contract with the Tampa Housing Authority. The family must submit the Request for Tenancy

**FACT OF PRIDE:**  
 The Tampa Housing Authority strives to assure equal access to safe quality housing for low and moderate income families throughout the community.

Approval (RFTA) in the form and manner required by the Tampa Housing Authority. If the RFTA is not fully completed and signed by both the tenant and the owner, the RFTA will be rejected by the agency.

The Tampa Housing Authority will NOT permit the family to

submit more than 1 (one) RFTA at a time. **The RFTA will be approved if:**

1. The unit is an eligible type of housing
2. The owner is in good standing with the Tampa Housing Authority AND has submitted all paperwork (as outlined in Chapter 12–Becoming a Landlord with the Tampa Housing Authority).
3. The owner does **NOT** have any conflicts of interest (The owner MAY NOT be the parent, child, grandparent, grandchild, sister, brother, husband, wife or ANY other member of the tenant’s family – UNLESS the Tampa Housing Authority has been notified of and approved such a relationship as a reasonable accommodation for a family member with a disability).

## The Request for Tenancy Approval cont'd

4. The unit meets HUD's Housing Quality Standards (after inspection).
5. The rent is determined to be reasonable.
6. The Security Deposit is approvable - the Security Deposit may NOT exceed 1 (one) month's full contract rent.
7. The proposed lease complies with HUD and Tampa Housing Authority requirements (see Chapter 2 – The Lease Agreement).

### **Disapproval of a Request for Tenancy Approval**

If the Tampa Housing Authority determines that the RFTA cannot be approved for any reason, the landlord and the tenant will be notified. The Tampa Housing Authority will instruct the owner and family of the steps necessary to approve the RFTA (if available).

If approval is contingent upon the owner lowering the rent of the unit – then the Tampa Housing Authority may assist the tenant in negotiating the rent of the unit. **If the landlord agrees to the Tampa Housing Authority's request to lower the proposed rent of the unit, so that the tenant may qualify – the owner may NOT request or require the tenant to pay the difference in a separate written or verbal agreement.**

# SAMPLE – MAY NOT BE USED

## Request for Tenancy Approval Housing Choice Voucher Program

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
(exp. 07/31/2007)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency (PHA) The Tampa Housing Authority 1529 West Main Street Tampa, FL 33607			2. Address of Unit (street address, apartment number, city, State & zip code) 1010 ANY STREET #B TAMPA, FL 00023		
3. Requested Beginning Date of Lease 01/01/2010	4. Number of Bedrooms 3	5. Year Constructed 1980	6. Proposed Rent \$750.00	7. Security Deposit Amt. \$750.00	8. Date Unit Available for Inspection 01/20/2010
9. Type of House/Apartment					
<input type="checkbox"/> Single Family Detached <input checked="" type="checkbox"/> Semi-Detached / Row House <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Garden / Walkup <input type="checkbox"/> Elevator / High-Rise					
10. If this unit is subsidized, indicate type of subsidy:					
<input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Section 236 (Insured or noninsured) <input type="checkbox"/> Section 515 Rural Development					
<input type="checkbox"/> Home <input type="checkbox"/> Tax Credit					
<input type="checkbox"/> Other (Describe Other Subsidy, Including Any State or Local Subsidy) _____					

11. Utilities and Appliances  
The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Coal or Other	Owner	Tenant
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Coal or Other	Owner	Tenant
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Coal or Other	Owner	Tenant
Other Electric		Owner	Tenant
Water		Owner	Owner
Sewer		Owner	Owner
Trash Collection		Owner	Owner
Air Conditioning		Owner	Owner
Refrigerator		Owner	Owner
Range/Microwave		Owner	Owner
Other (specify)			

SAMPLE

**LANDLORD GUIDE TO THE HOUSING CHOICE VOUCHER PROGRAM**

12. Owner's Certifications.

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.

	Address and unit number	Date Rented	Rental Amount
1.	1640 ELSEWHERE PLAVE UNIT #D TAMPA, FL00023	JAN 2007	\$725
2.	802 EVERYTOWN CIRCLE UNIT #C1 TAMPA, FL00023	AUG 2003	\$800
3.	1010 ANYWHERE ST. UNIT #A TAMPA, FL00023	DEC 2009	\$875

b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, 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 leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

c. Check one of the following:

\_\_\_\_\_ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

\_\_\_\_\_ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

\_\_\_\_\_ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

←One of the items at left **MUST** be checked

↑ THE STATEMENT ABOVE CERTIFIES THAT THE POTENTIAL TENANT IS NOT A RELATIVE OF THE OWNER OR ANY OTHER PARTY HOLDING AN INTEREST IN THE UNIT.

Print or Type Name of Owner/Owner Representative <b>PRINT OWNER'S NAME (IF AN AGENT IS REPRESENTING THE OWNER - INCLUDE BOTH NAMES)</b>		Print or Type Name of Household Head <b>TENANT NAME (HEAD OF HOUSEHOLD)</b>	
Signature <b>OWNER /OWNER'S REP. SIGNATURE</b>		Signature (Household Head) <b>TENANT SIGNATURE (HEAD OF HOUSEHOLD)</b>	
Business Address <b>OWNER/ OWNER'S REP. ADDRESS</b>		Present Address of Family (street address, apartment no., city, State, & zip code) <b>TENANT ADDRESS (HEAD OF HOUSEHOLD)</b>	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

↑PROCESSING IS OFTEN DELAYED DUE TO MISSING DATES AND INCOMPLETE/INACTIVE TELEPHONE NUMBERS!



## Owner Disapproval and Restriction

### *Causes and Consequences*

**T**he regulations define when the Tampa Housing Authority must disallow an owner to participate in the program. The regulations also provide the Tampa Housing Authority with discretion to disapprove or otherwise restrict the participation of owners in certain categories. In addition, owner does not have a right to receive housing assistance payments

**FACT OF PRIDE:**  
 The Tampa Housing Authority was acknowledged, by HUD, as a "High Performing" Housing Authority for Fiscal Year 2005-2012.

if he/she has not complied with or breached the terms of the HAP Contact in ANY way. **The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.**

### **THA will disapprove an owner for the following reasons:**

HUD has informed the THA that the owner has been disbarred, suspended, or subject to a limited denial of participation

HUD has informed the THA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

HUD has informed the THA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.

The owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. The THA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability. (In cases where the owner and tenant bear the same last name, the THA may, at its discretion, require the family and/or owner to certify whether they are related to each other in any way).



**THA will disapprove an owner for the following reasons: cont'd**

The owner has violated obligations under a Housing Assistance Payments contract.

The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

The owner has engaged in drug-related criminal activity or any violent criminal activity.

The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.

The owner has a history or practice of renting units that fail to meet State or local housing codes.

The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

Threatens the right to peaceful enjoyment of the premises by other residents;

Threatens the health or safety of other residents, employees of the THA, or owner employees or other persons engaged in management of the housing.

Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or

Is drug-related criminal activity or violent criminal activity;

The owner has not paid State or local real estate taxes, fines or assessments.

The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

**Owner Restrictions and Penalties**

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

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

### **Change in Ownership**

A change in ownership does not require execution of a new contract and lease.

The THA may approve the assignment of the HAP contract at the old owner's request. The THA may approve the assignment, since they are a party to the contract. **The THA may deny approval of assignment of the contract. (Please contact the Landlord Liasion or visit our website at [www.thafl.com](http://www.thafl.com) for HAP Contract Transfer form)**

Chapter  
**10**

## Securing/Selecting a Tenant

### *How Do I Rent to a Section 8 Participant*

**T**he landlord is responsible for screening prospective tenants. Owners are encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug related criminal activity or other criminal

**FACT OF PRIDE:**  
Landlord Workshops are conducted throughout the year as a “Continuing Education” Tool for our owners. Information regarding topics/dates is always available upon request.

activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy. The Tampa Housing Authority will provide documentation regarding a tenant’s history with past landlords, if present and if requested by a prospective landlord. Any request for information should be provided in writing to the client’s Housing Counselor.

A Section 8 participant who has been approved to transfer to a new unit will be issued a Housing Choice Voucher. A prospective landlord may request to review the voucher to verify that an individual is an active participant. A sample copy of the Housing Choice Voucher can be found on page 33. An owner may verify that number of bedrooms for which the client qualifies and the expiration date of the voucher.

### **Limit of Tampa Housing Authority Responsibility**

The Tampa Housing Authority reviews the eligibility of each participant, at least annually, to verify the current household income and family composition. However, the landlord should certify the suitability of the prospective tenant using his/her own methods. The Tampa Housing Authority is not responsible for the

## LANDLORD GUIDE TO THE HOUSING CHOICE VOUCHER PROGRAM

action/non-actions of any tenant. If a tenant fails to comply with the terms of the lease and/or damages a unit above/beyond normal wear and tear – the landlord should enforce the lease per Florida law and inform the agency of all program/lease violations.

### **Available Unit Listing**

The Tampa Housing Authority no longer maintains a “Unit Listing”. However, we do refer and provide for our tenants, unit listings from [www.floridahousingsearch.org](http://www.floridahousingsearch.org). Landlords can list their units with this website for free. Please visit [www.floridahousingsearch.org](http://www.floridahousingsearch.org) for details.

### **Advertisement**

In addition to placing property information on *Florida Housing Search*, the perspective landlord should advertise as he/she would to obtain any unassisted tenant. Advertising in the local newspaper and placing “For Rent” or “Available” signs at the property have proven to be successful techniques.

**Note: Word-of-Mouth is also a great way to solicit perspective tenants. Once an owner has secured the reputation of being a “Great Landlord”, individuals will seek him/her out for an opportunity to rent.**

**Voucher**  
Housing Choice Voucher Program

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB No. 2577-0169  
(exp. 07/31/2007)

**SAMPLE**

Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

Please read entire document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)	1. Unit Size	
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.	2. Issue Date (mm/dd/yyyy)	
3. Date Voucher Expires (mm/dd/yyyy) Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)	3. Expiration Date (mm/dd/yyyy)	
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)	4. Date Extension Expires (mm/dd/yyyy)	
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)
<b>SAMPLE</b>		
7. Name of Public Housing Agency (PHA)	8. Name and Title of PHA Official	9. Signature of PHA Official
		Date Signed (mm/dd/yyyy)

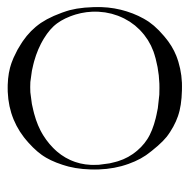
1. **Housing Choice Voucher Program**
  - A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.
  - B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.
2. **Voucher**
  - A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.
- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.
3. **PHA Approval or Disapproval of Unit or Lease**
  - A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (on the form supplied by the PHA), signed by the owner and the family, and a copy of the lease, including the HUD-prescribed tenancy addendum. **Note: Both documents must be given to the PHA no later than the expiration date stated in item 3 or 4 on top of page one of this voucher.**
  - B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.
  - C. The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control.



## PAYMENT TO OWNER

### *Initial Payment and Beyond*

Once the HAP Contract is executed, the THA begins processing payment to the landlord. Remember, before an Initial HAP Contract can be executed:



**FACT OF PRIDE:**

The Tampa Housing Authority Housing Choice Voucher offers the “Family Self-Sufficiency” program to current program participants. This program assists clients in accomplishing personal and career goals – while motivating participants to become “Self-Sufficient” and free of public assistance.

1. A completed RFTA must be submitted to THA.
2. The proposed owner must be approved by THA.
3. The RFTA must be approved by THA.
4. The proposed unit must pass an Initial HQS Inspection.
5. The contract rent must be determined reasonable (determined during the inspection process).
6. The THA must verify that utilities are on and appliances are operable (if this information is unavailable at the time of inspection).
7. Contracts, leases and addendums must be executed by all parties (owner, tenant and PHA) prior to, but no later than the effective date of said documents.

Landlords could possibly expect a delay in receiving the first Housing Assistance Payment from the Tampa Housing Authority. Depending on the effective date of the Housing Assistance Payment (HAP) Contract, payment may be delayed due to our monthly cycle. When this occurs, the owner will receive a lump-sum payment, retro-active to the effective contract date.

### **Pro-Ration**

If the HAP Contract does not start on the 1<sup>st</sup> of the month, that month's payment will be prorated by the number of days in that month that the unit under contract.

### **Payments to Owner During the Term of the HAP Contract**

During the term of the HAP Contract, the Tampa Housing Authority will make monthly Housing Assistance Payments to the owner, on behalf of the family, at the beginning of each month. Housing Assistance Payments will only be paid to the owner while the family is residing in the assisted unit during the term of the HAP Contract. The PHA will not pay a Housing Assistance Payment to the owner for any month after the month when the family moves out. Unless the owner has complied with all provisions of the HAP Contract, the owner does not have the right to receive housing assistance payments under the HAP Contract.

**No payments will be made to the owner, neither at the initial entering of the contract, nor at the renewal of the contract:**

- If the unit has not passed a HQS Inspection
- If a valid signed contract is NOT on file
- If an approved lease is NOT on file
- If the owner has NOT complied with the terms of the HAP Contract
- If the tenant has NOT complied with their Obligations as a Section 8 Participant.

### **Late Payments to Owner**

The Tampa Housing Authority is NOT obligated to pay any late payment penalty if the delay is due to circumstances beyond THA's control or due to any breach of the HAP Contract (including of any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

### Payment Processing

Typically, the Tampa Housing Authority processes payments two times per month:

- Between the 1<sup>st</sup> and the 5<sup>th</sup> of the month
- On or near the 15<sup>th</sup> of the month

The Tampa Housing Authority has a mandatory direct deposit policy. Statements of the direct deposit will be provided via email. Please make sure the landlord liaison has this information.

### Excess Payments to Owner

The total rent paid by the tenant plus the THA housing payment to the owner, may not be more than the total contract rent (approved by the THA). The owner must immediately return any excess payment to the Tampa Housing Authority.

**Note: It is a violation of the HAP Contract for the owner to require a tenant to pay the Tampa Housing Authority's portion of rent -or- late fees due to a delay in the receipt in the Tampa Housing Authority's rent portion.**



Chapter  
12

## How to Become a Landlord with the Tampa Housing Authority

### *What Every Owner Will Need*

**I**f you choose to become a Landlord with the Tampa Housing Authority, then the following paperwork must be contained in our files. **The following information must be submitted and approved BEFORE a Request for Tenancy Approval or a CHANGE OF OWNERSHIP will be processed.** All of the documents noted below are **REQUIRED**.

1. A landlord application dated and signed.
2. The owner's current residence address (not a P.O Box).
3. The owner's current home telephone number.
4. A copy of the owner's photo ID (if the property is individually owned).
5. A copy of the property manager and/or agent photo ID (if someone other than the owner will be managing the property).
6. A recorded copy of warranty deed for the unit(s) you would like to have subsidized.
7. A completed W-9 Form.
8. A copy of the management agreement, if the property is being managed by an individual or agency other than owner(s).
9. A copy of your Social Security Card or your Federal ID number. If a Federal ID number is used a copy of the confirmation page from the IRS is needed to confirm that this number represents you .

## Becoming a Landlord.....cont'd

10. A completed Direct Deposit form (with a cancelled check).
11. A completed Criminal Background check – The to verify that the owner(s) have not been involved in any violent or drug related criminal activity.
12. Signed Owners Obligation form
13. Attendance to one of our Landlord workshops.

**Note: The Tampa Housing Authority has 2 (two) Landlord Liasions available to answer your questions and address your concerns. Walk-Ins are always welcome BUT appointments are always seen first. Our Landlord Liasions are available Monday through Thursday (No Fridays). E-mail addresses and contact numbers for our Landlord Liasions are located on page 43 (Contact Information).**

## FREQUENTLY ASKED QUESTIONS (FAQs)

**WHAT IS THE SECTION 8 PROGRAM?** The Section 8 Program is a federal rent subsidy program that assists low-income households with monthly rental payments.

**HOW DOES SECTION 8 WORK?** The Tampa Housing Authority administers funds received from the U.S Department of Housing and Urban Development (HUD) and distributes them, in the form of Section Housing Choice Vouchers, to eligible families and individuals. A voucher allows program participants to rent housing that meet their needs at a price they can afford.

**HOW DOES A SECTION 8 VOUCHER WORK?** All eligible families are required to pay at least 30% (but no more than 40% initially) of their monthly-adjusted income toward rent and utilities, directly to the landlord. The Tampa Housing Authority pays the landlord the difference between the Contract Rent and the tenant's portion. A tenant must find housing within 60 days or risk losing the voucher.

**HOW IS AN ELIGIBLE SECTION 8 PROGRAM PARTICIPANT SELECTED?** The Tampa Housing Authority reviews the eligibility of the participant(s) based on household income and family composition. The landlord is responsible for screening occupants of the rental unit. This screening process must be in accordance with federal, state and local equal opportunity laws.

**MY HOUSE IS BRAND NEW (JUST CONSTRUCTED) – DOES IT STILL NEED TO BE INSPECTED?** Yes, once the Request for Tenancy Approval has been processed and approved – the unit must be inspected. All units subsidized by the Section 8 Housing Choice Voucher Program must be inspected to verify that all aspects of the unit meet the minimum Housing Quality Standards, regardless of whether or not the unit is a new construction.

**WHAT HAPPENS IF MY TENANT MOVES IN BEFORE THE UNIT PASSES INSPECTION?** – The Housing Assistance Payment Contract can not be executed until the contract unit passes inspection. Therefore, no payments will be made until the unit has passed inspection and all required paperwork had been received and approved by the Tampa Housing Authority. If you elected to allow the tenant to move-in prior to this passed inspection, you will have to negotiate and collect rent independent of the Tampa Housing Authority.

**WHAT DOCUMENTS SHOULD I REVIEW/COLLECT PRIOR TO COMPLETING THE REQUEST FOR TENANCY APPROVAL?** All clients eligible to transfer to a new unit should have a current Housing Choice Voucher in their possession. You should verify that the Voucher has NOT yet expired and that the bedroom size on the voucher corresponds to the bedroom size that the client states they are eligible for. In addition, you should have the potential tenant complete any rental application, and reference information that you require. Once you have determined that the client is suitable for your unit, then complete and submit the Request for Tenancy Approval.

**HOW LONG DOES WILL IT TAKE FOR THE TAMPA HOUSING AUTHORITY TO APPROVE/DISAPPROVE THE REQUEST FOR TENANCY APPROVAL?** Typically, the Tampa Housing Authority will notify the owner and the tenant of the status of the RFTA within ten (10) days.

**HOW LONG WILL IT TAKE FOR THE UNIT TO BE INSPECTED AFTER THE RFTA IS APPROVED?** Typically, the Tampa Housing Authority will inspect the proposed unit and notify the owner/tenant of the outcome within fifteen (15) days.

## **FREQUENTLY ASKED QUESTIONS (FAQs) cont'd**

**HOW DO I KNOW HOW MUCH RENT TO CHARGE MY TENANT - IF I HAVE NOT YET RECEIVED OFFICAL NOTIFIATION FROM THE TAMPA HOUSING AUTHORITY OF THE CLIENT'S RENT PORTION?** When a tenant receives the voucher from their Housing Counselor, they are instructed to pay their TTP (Total Tenant Payment) until they receive an official letter from the Housing Authority of their new rent portion. This amount should be notated at the bottom of the client's Housing Choice Voucher (which should be reviewed by you – prior to completing the Request for Tenancy Approval). If there is any discrepancy, the tenant's Housing Counselor can be contacted for clarification.

**WHAT HAPPENS IF THE TAMPA HOUSING AUTHORITY TERMINATES THE CLIENT'S ASSISTANCE IN THE MIDDLE OF THE LEASE AGREEMENT?** When the Tampa Housing Authority terminates the housing assistance payment due to the client's non-compliance with program regulations, then the lease agreement is terminated - regardless of whether or not the lease has naturally expired. The THA may NOT continue payments on behalf of a client who has not complied with the rules of the program.

**WHAT HAPPENS IF MY TENANT RECEIVES A TERMINATION LETTER?** If your tenant is issued an "Intent to Terminate Assistance" letter – then the owner will also receive a letter to notify them that the agency intends to terminate the client's assistance and the date that the termination is to be effective. Once a client receives a termination letter, they have the right to request an Informal Hearing to dispute the agency's intention. If your tenant requests an Informal Hearing regarding a pending termination you will be notified via a copy of the hearing appointment letter. The agency will continue to make housing assistance payments until the results of the Informal Hearing have been finalized.

**WHAT IF MY TENANT VIOLATES THE LEASE AGREEMENT?** The individual landlord/owner is responsible for enforcing the terms/conditions of the lease agreement. However, the landlord should always provide the agency with copies of notices sent to the tenant regarding lease violations (7 day Notices, 3 Day Notices, Warnings etc). In general, a Section 8 Participant should be treated no differently than any other unassisted tenant. If our client is committing serious/repeated violations of the lease – then the landlord should enforce the lease in accordance with Florida law (providing copies of all paperwork to the Tampa Housing Authority). The Tampa Housing Authority can act as arbitrator to help resolve problems and, upon written request, the Housing Counselor will counsel the family regarding a repeated problem the landlord may be experiencing with a tenant, only after the landlord has personally tried to resolve the matter first himself.

**WHAT IF I WANT TO BREAK THE TENANT'S LEASE BEFORE IT EXPIRES?** The Tampa Housing Authority does not allow tenants and landlords to "mutually rescind" a lease that is in its initial term (first year). If the landlord wants to break the lease because the tenant is violating the lease – then he/she should proceed with lease enforcement (up to and including eviction) in accordance with Florida Law. The Tampa Housing discourages landlords from "mutually rescinding" leases to avoid lease enforcement. This practice prevents the agency from being aware the client seems to be having compliance issues and transfers a client to a new unit (without addressing the problems/issues at the previous unit). If the landlord is selling the property, the HAP Contract may be transferred to the new owner (upon Tampa Housing Authority approval).

## FREQUENTLY ASKED QUESTIONS (FAQs) cont'd

**WHEN CAN I REQUEST A RENT INCREASE?—HOW MUCH CAN I ASK FOR?** The owner is required to notify the Tampa Housing Authority, in writing, at least sixty (60) days before any change in the amount of rent to owner is scheduled to go into effect. Any requested change in the rent to owner will be subject to rent reasonable requirements. How much of a rent increase will be approved is contingent upon the rent reasonableness results.

**Note: The Tampa Housing Authority considers the owners who participate in the Housing Choice Voucher as our “business partners”. As such, feedback from our owners is always appreciated and useful in examining and enhancing our business practices.**

## CONTACT INFORMATION

### Landlord Liasion:

Kenneth Gray.....813-253-0551 ext. 1410 [kenneth.gray@thafl.com](mailto:kenneth.gray@thafl.com)

### To Add Your Property to Our Unit Listing:

[www.floridahousingsearch.org](http://www.floridahousingsearch.org) to register online

Unit Listing Contact Number .....1-877-428-8844

### Tampa Housing Authority Inspection Department

Nicole Penon, Inspections Clerk..... 813-253-0551 ext. 1390 [nicole.penon@thafl.com](mailto:nicole.penon@thafl.com)

Howard Thomas, Senior Inspector.....813-253-0551 ext. 1370

### CGI (Inspection Services)

Customer Service/Scheduling..... 1-866-331-1754

### Tampa Housing Authority Assisted Housing Management Team

Margaret Jones, Director of Assisted Housing .....813-253-0551 ext.1470 [margaret.jones@thafl.com](mailto:margaret.jones@thafl.com)

Carmen Nieves, Housing Programs Manager...813-253-0551 ext. 1420 [carmen.nieves@thafl.com](mailto:carmen.nieves@thafl.com)

Anita Barrett, Housing Supervisor.....813-253-0551 ext. 1200 [anita.barrett@thafl.com](mailto:anita.barrett@thafl.com)

Janice Justiniano, Housing Supervisor.....813-253-0551 ext. 1310 [janice.justiniano@thafl.com](mailto:janice.justiniano@thafl.com)

### Government/Agency Contact Information

City of Tampa (Rental Permitting).....813-274-8751 OR 2105 N. Nebraska Ave.

Hillsborough County (Certificate of Compliance).....813-247-6651 OR 813-274-6600

Hillsborough County Property Appraiser Office... .....813-272-6100 OR [www.hcpafl.org](http://www.hcpafl.org)

City of Tampa Water & Sewer Department.....813-274-8121

Hillsborough County Water & Sewer Department.....813-272-6680

Temple Terrace Water & Sewer Department.....813-989-7170

# Glossary

**ABATEMENT** – Cessation, discontinuation of payment. Units that fail to meet minimum Housing Quality Standards will be abated by the Tampa Housing Authority.

**ANNUAL INSPECTION** – A Housing Quality Standards Inspection conducted on or near the anniversary date of the HAP Contract.

**CONTRACT UNIT** – The housing unit rented by the tenant with assistance under the program.

**HAP CONTRACT** – The Housing Assistance Payment contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP Contract.

**HOUSING QUALITY STANDARDS (HQS)** - The minimum quality standards for housing assistance under the Section 8 tenant-based programs.

**HUD** – The U.S Department of Housing and Urban Development.

**INITIAL INSPECTION** – A Housing Quality Standards Inspection conducted before a HAP Contract is entered into with the owner on behalf of the family.

**LEASE** – The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the Tenancy Addendum.

**PAYMENT STANDARD** – Represents the maximum amount of subsidy that the PHA will allow for a family based upon the bedroom size allotted on the Housing Choice Voucher.

**PHA** - Public Housing Agency (i.e The Tampa Housing Authority)

**QUALITYCONTROL INSPECTION** - Housing Quality Standards Inspection conducted to monitor the inspection process and verify that inspections are being conducted in accordance with program requirements.

**RENT TO OWNER** – The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

**RENT REASONABLENESS** – Certification that the contract rent of the assisted unit is reasonable in relation to rents currently being charged to comparable units in the private, unassisted market.

**RFTA (REQUEST FOR TENANCY APPROVAL)** – A HUD form that a prospective owner must submit to request that a particular unit be considered as a subsidized unit for a particular family.

**SPECIAL INSPECTION** – A Housing Quality Standards Inspection conducted as a result of a family, owner or community complaint.

**TENANCY ADDENDUM** – A HUD document that is an addendum to every Section 8 participant's lease.

**UNIT** – The address subsidized by the Housing Choice Voucher Program.

**UTILITY ALLOWANCE** – A schedule reflecting the estimated cost of utilities based on the type of unit, the location of the unit, the number of bedrooms in the unit, as well as the specific utilities involved (electric, gas, water, sewer, trash),

