



# **LANDLORD HANDBOOK**

Housing Choice Voucher Program

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# Glossary

The Housing Authority of the County of DeKalb uses technical and abbreviated terms to describe items and members within the organization and the HCV Program. This glossary is a guide to those terms.

## Elderly family

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

## Family

Includes, but is not limited to, the following:

- A single person, who may be an elderly person, disabled person, near-elderly person, or any other single person or
- A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family)
- An elderly family or a near-elderly family
- A disabled family
- A displaced family
- The remaining member of a tenant family.



## HAP Contract

Housing Assistance Payments Contract, the contract between the landlord and PHA.



## Head of Household

The adult member of the family who is considered the head for purposes of determining income eligibility and rent including, but not limited to, minors who are emancipated under state law and adult members of the household designated by the family as head, wholly or partly responsible for paying the rent and with the legal capacity to enter into a lease under state/local law.

## Household

Household is a broader term that includes additional people who, with HACD's permission, live in an assisted unit, such as live-in aides, foster children and foster adults.

## Housing Unit

Residential space for the private use of a family.

## HQS

Housing Quality Standards: Units must meet HQS throughout the year; HQS Inspections are required before the HAP Contract is signed and at least annually during the term of the contract.

## HUD

The U.S. Department of Housing and Urban Development; established in 1965. HUD works to create a decent home and suitable living environment for all Americans; it does this by addressing housing needs, improving and developing American communities, and enforcing housing laws.

## **Interchangeable Terms**

For the purposes of this Handbook, the following terms are used interchangeably throughout its entirety:

- “program participant,” “participant,” “tenant,” “participant family,” “family,” and “household”
- “housing unit,” “unit,” and “home”
- “you,” “landlord,” “property manager” and “owner.”

## **Landlord**

Any person or entity with the legal right to lease or sublease a unit to a participant in the HCV program; includes a principal or other interested party such as a designated agent of the owner of the unit.

## **Other Adult**

A family member, other than the head, spouse or co-head, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

## **Participant**

An eligible low-income individual, family, senior citizen, or person with disabilities that has been admitted to the housing assistance program and is currently assisted in the program.

## **Person with Disabilities**

Federal laws define a person with disabilities as “any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.”

## **PHA**

Public Housing Agency.

## **HACD**

The Housing Authority of the County of DeKalb is the PHA serving the County of DeKalb, Illinois.

## **Spouse**

The marriage partner of the head of household; the term “spouse” does not apply to friends, roommates or significant others who are not marriage partners; a “marriage partner” includes the partner in a “common law” marriage as defined as state law. A family may have a spouse or co-head, but not both

## **Tenant Portion**

The portion of rent that the tenant family pays directly to the landlord.

## **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 PHA 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.

## **Utility reimbursement**

In the voucher program, the portion of the housing assistance payment which exceeds the amount of rent to owner.

## **Voucher**

The family’s authorization to search for housing, which specifies the unit size for which the family qualifies and includes both the date of voucher issuance and date of expiration; is evidence that HACD has determined the family to be eligible for the program and that HACD expects to have money available to subsidize the family if the family finds an approvable unit.



# Introduction

Welcome to the Housing Choice Voucher Program!

Your role as a landlord in the Housing Choice Voucher (HCV) program is important to the Housing Authority of the County of DeKalb (HACD) and to the participants of the HCV program. Without the landlords, the HCV program's principal goal to expand affordable housing opportunities to low-income families would not be possible.

The HCV program benefits all parties involved: the landlord, the participant, and HACD. The participant is benefited in that they can afford housing in the unit of their choice within DeKalb County. The landlord is benefited by the professional contractual agreement of housing assistance payments directly deposited every month. In turn, HACD can improve lives and advance resident independence. The HCV program also impacts the local economy through more than \$4 million dollars in direct payment to local property owners and landlords.

HACD utilizes electronic communication to expedite leasing. Please be sure to add our staff emails to your approved contact list so important information does not get filtered into your junk or spam folder.

This handbook will provide the rules and regulations of the HCV program, from HAP contracts to commonly failed Housing Quality Standards (HQS), this handbook will pave the way to your success as an HCV landlord.

Thank you for your participation in the HCV Program!



## A LITTLE BIT OF HISTORY

**The** Housing and Community Development (HCD) Act of 1974 created the Section 8 certificate program, which shifted the federal housing strategy from locally owned public housing to privately-owned rental housing.

**The** Certificate program was designated as a tenant-based assistance program rather than a unit-based assistance program, meaning if the family chose to move to another privately-owned rental unit that met program requirements, the assistance would stay with the family.

**The** HCD Act of 1987 authorized a new form of the Certificate program—the Section 8 Voucher Program. The Section 8 Voucher Program was different from the Certificate program in that there was no fair market rent limitation on rent and the family contribution to rent was not set at a limit of 30 percent of adjusted income.

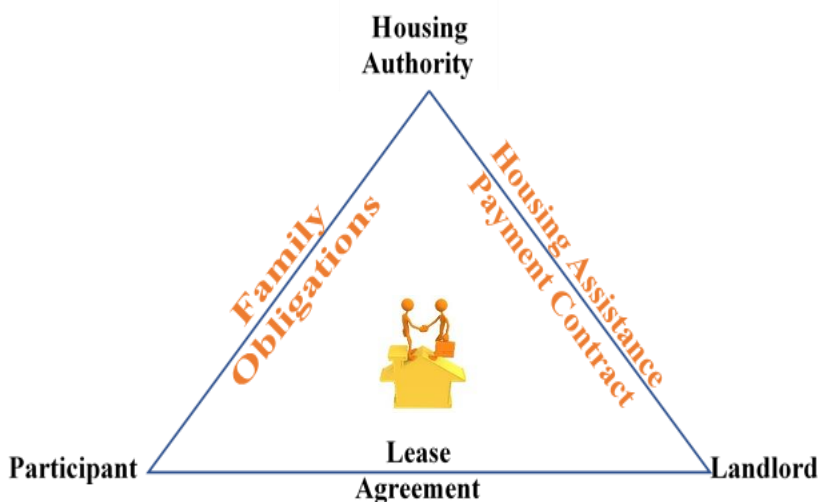
## Overview

HACD's Housing Choice Voucher Program (HCV) offers the opportunity for low-income families to choose affordable rental housing within DeKalb County. The program grants families the ability to obtain housing outside areas of high poverty concentrations, offering families a chance for a better quality of life. The HCV program is unique in that it provides tenant-based assistance rather than project-based assistance, allowing the voucher to move with the tenant.

### How the Housing Choice Voucher Program Works

- ❖ An applicant is placed on the Housing Choice Voucher Program Wait List after applying online at [www.dekcohousing.com](http://www.dekcohousing.com)
- ❖ When the applicant's name reaches the top of the wait list, the applicant is contacted to schedule an appointment with a member of our admissions team to determine eligibility for the Housing Choice Voucher Program.
- ❖ If the applicant is determined eligible, the applicant will receive a voucher, which authorizes the applicant to search for a housing unit and specifies the bedroom size for which the applicant qualifies for

## Three Way Partnership



### HACDs Requirements

- ❖ HACD must verify eligibility for applicants and recertify participants annually for continued participation in the program.
- ❖ HACD must conduct unit inspections annually and ensure Housing Assistance Payments (HAP) are processed.
- ❖ HACD must ensure compliance with program policies.



# HACD Rules & Regulations

HUD determines the rules and regulations of the HCV Program and contracts with HACD to carry them out. These procedures of operations are included in HACD’s Administrative Plan, a document approved by HACD’s Board of Commissioners. The Admin Plan is available to read on HACD’s website under the Policies tab within the Resources section of the site, while the general HCV regulations are located in Part 982 of Title 24 in the Code of Federal Regulations (24 CFR 982).

Once the applicant finds a suitable unit, the unit must pass an HQS inspection, and the landlord and applicant must settle on terms of the lease. If HACD approves the inspection and terms of the lease, the applicant will be authorized to move in and HACD will begin making Housing Assistance Payments to the landlord.

Even though tenants may receive rental subsidy from the Housing Authority, they are YOUR tenants and they are to comply with your lease. We depend upon the landlord to enforce those rules as they would for any other non-subsidized tenant.

The program participant and landlord will stay in the Housing Choice Voucher Program as long as they fulfill their obligations, provide all necessary information to HACD, and ensure their units are up to Housing Quality Standards.

Participant Requirements	Landlord Requirements
<ul style="list-style-type: none"><li>❖ Participants must comply with all program requirements and family obligations.</li><li>❖ Participants must maintain the condition of the assisted unit in compliance with Housing Quality Standards (HQS).</li><li>❖ Participants must only use the assisted unit as the family’s residence.</li><li>❖ Participants must pay their portion of rent to landlord</li></ul>	<ul style="list-style-type: none"><li>❖ Landlord is responsible for screening potential tenants.</li><li>❖ Landlord must comply with all owner obligations under the HAP Contract and the Residential Lease Agreement.</li><li>❖ Landlord must abide by HACD’s rules and regulations.</li><li>❖ Landlord must enforce rules and regulations of the residential lease agreement and ensure the unit meets Housing Quality Standards (HQS).</li></ul>
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## Owner Qualifications

HACD does not have to formally approve an owner to participate in the HCV program; however, there are several criteria where HACD may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues. No owner has a right to participate in the HCV program.

### **Owners are barred from participation in the Housing Choice Voucher Program if:**

- ❖ HACD has been informed that the owner has been debarred, suspended or is subject to a limited denial of participation, or if the owner has violated the Fair Housing Act or other federal equal opportunity requirements, or if such an action is pending.
- ❖ HACD will not approve a Request for Tenancy Approval if the owner is the parent, sibling, child, grandparent, grandchild, uncle, aunt, nephew, niece, half-sibling, or stepfamily member of any member of the participant's family. HACD may make an exception as a reasonable accommodation for a family member with a disability in a unit with specific accessibility features.
- ❖ HACD must not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter: any present or former member or officer of HACD (except a participant commissioner); Any employee of HACD, or any contractor, subcontractor or agent of HACD, who formulates policy or who influences decisions with respect to the programs; Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; Any member of the Congress of the United States.
- ❖ The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act.
- ❖ The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- ❖ The owner has engaged in any drug-related criminal activity or any violent criminal activity.
- ❖ The owner has a history or pattern of 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 during the preceding 18 months.
- ❖ The owner has a history or pattern of practice of serious and/or repeated HQS violations in units leased under the tenant-based programs during the preceding 18 months.



- ❖ The owner has a history of pattern of practice of failing to terminate tenancy of tenants of units assisted under the HCV program or any other federally assisted housing program for activity engaged in 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, of employees of HACD, or of 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
  - Engages in drug-related criminal activity or violent criminal activity
- ❖ The owner has a history or pattern of practice of renting units that fail to meet state or local housing codes.
- ❖ The owner has not paid state or local real estate taxes, fines, or assessment.

**In considering whether to disapprove owners for any of the discretionary reasons listed above, HACD will consider any mitigating factors. Such factors may include, but are not limited to:**

- ❖ The seriousness of the violation in relation to program requirements
- ❖ The impact on the ability of families to lease units under the program
- ❖ The health and safety of participating families

**HACD will only enter a contractual relationship with the legal owner of a qualified unit or their designated representative. If a party other than the owner will manage the property, the owner must provide:**

- ❖ A copy of the most current management agreement form
- ❖ A notarized statement specifying the designee(s), signed by the owner

**No tenancy will be approved without acceptable documentation of legal ownership, including, but not limited to:**

- ❖ Recorded deed of trust
- ❖ Final settlement statement signed by buyer, seller, and title company
- ❖ Proof of taxes for most recent year

# Leasing up with HACD

## Rent Calculation & Voucher Issuance

Applicants are determined eligible for the Housing Choice Voucher Program based on their annual income. HACD serves three different types of low-income families: low-income, very low-income, and extremely low-income.



## Income Limits

The three income limits are determined by family size and the median income of DeKalb County area:

- ❖ **Low-income** families are determined as families whose annual income does not exceed 80% of the median income.
- ❖ **Very low-income** families are determined as families whose annual income does not exceed 50% of the median income.
- ❖ **Extremely low-income** families are determined as families whose annual income does not exceed 30% of the median income.

After applicants are determined income-eligible to participate in the Housing Choice Voucher Program, their rent portion generally will not exceed 30% of the household's monthly income.

## Calculating Income

The annual gross income is calculated for every member of the household.

<u>Income included in annual income:</u>	<u>Income not included in annual income:</u>
<ul style="list-style-type: none"><li>• Employment Earnings</li><li>• Regular Contributions</li><li>• Unemployment Benefits</li><li>• Child Support</li><li>• Social Security/SSI</li><li>• TANF</li><li>• Retirement Benefits</li><li>• Alimony</li><li>• Misc. Income</li></ul>	<ul style="list-style-type: none"><li>• Live-In Aides' Earnings</li><li>• Foster Children's Earnings</li><li>• Food Stamps</li><li>• Employment Income of Children under 18 years</li></ul>

After the Case Manager calculates the applicant's income, the applicant's maximum rent portion is calculated based on the payment standard that applies to the applicant's required bedroom size

## Payment Standards

Payment standards are used to calculate the rent portion that the program participant will pay (Total Tenant Payment) and that HACD will pay (Housing Assistance Payment). The payment standard reflects the maximum Housing Assistance Payment (HAP) that HACD can pay based on the Fair Market Rents (FMR) annually established for the area by HUD. Payment standards are specified by bedroom size.

After applicants are determined eligible for the program based on information stated in the application, HACD will issue the family a Housing Choice Voucher Program voucher.

## The Voucher

The voucher is the family's authorization to search for housing, which specifies the unit size for which the family qualifies and includes both the date of voucher issuance and date of expiration. In addition, the voucher contains a brief description of how the program works and explains the family obligations under the program. The voucher is evidence that HACD has determined the family to be eligible for the program, and that HACD expects to have money available to subsidize the family if the family finds an appropriate unit.

Vouchers are active for 60 days and expire on the expiration date. The Request for Tenancy Approval (RTA) Form will not be accepted after the expired date. Voucher extensions may be granted on a case-by-case basis.

## Shopping Estimate

Along with the voucher, the applicant is given an estimate worksheet which lists the following information:

- ❖ Family Name
- ❖ Bedroom Size
- ❖ Maximum Family Contribution
- ❖ Maximum Rent Amount



The payment standard and the maximum family contribution does not reflect the proposed rent amount for the unit. **The landlord must propose a rent amount that HACD will later determine affordable and reasonable.**

**NOTE:** The applicant may apply for tenancy in a unit that goes above the payment standard or for a unit that is larger than the bedroom size listed on the shopping estimate and voucher as long as the rent does not exceed 30% of the household's monthly income.

## Utility Allowance Schedule

HACD's HCV Program has implemented a utility allowance which is based on bedroom size only. There are no fluctuations between some utilities being provided and all utilities being provided; however, if the unit is an all bills paid unit, the participant's utility allowance will be \$0

## Rent Concession

For move-in offers consisting of the first month's rent free, to comply with the HAP contract, the rent for the unit must be adjusted so that the first "free" month of rent is divided and applied to each of the twelve months of the lease. For example, if a unit is leasing for \$600/mo., the lease should be executed for a contract rent of \$550 ( $\$600 \times 11 \text{ months} = \$6,600 / 12 = \$550$ ).

## Request for Tenancy Approval

Applicants receive a shopping estimate, which provides a maximum rent amount that the household may afford. Once an applicant finds a suitable unit, the applicant must submit a Request for Tenancy Approval (RTA) to HACD

### Moving Packet (Owner/Landlord)

Request for Tenancy Approval Form (RTA)  
Owner Certification Form  
Lead-Based Paint Disclosure  
W-9 for Owner or Payee  
Direct Deposit Form  
Tenancy Addendum

### Supporting Documentation Needed

Management Agreement  
Proof of Ownership  
Residential Lease Agreement

- ❖ The applicant will provide the landlord with the Moving Packet, which must be completed by the landlord, and signed by both the landlord and applicant.
- ❖ For a **first-time landlord** all required documents will be needed to ensure on-time rent payment. This includes a Management Agreement or Proof of Ownership, one (1) copy of the Residential Lease Agreement, W-9, ACH Authorization, Voided Check, and Owner Certification must be submitted with the completed Moving Packet.

## Management Agreement (If Applicable)

HACD requires a copy of any management agreement if the owner of the unit has hired a management agent to oversee the unit. Acceptable Management Agreements include notarized statements from the owner indicating permission for the management agent to oversee the assisted property.

## Filling Out W-9 Forms for the Owner/Payee

Landlords must provide one (1) W-9 Form for the payee.

## Direct Deposit

All Housing Assistance Payments (HAP) are paid through direct deposit. The W-9 Form and Direct Deposit Form must be received within two (2) business days from the time the moving packet was submitted by the applicant. A copy of a voided check is required.

## Proof of Ownership

Landlords must provide verification of permission to be payee. Settlement agreements are accepted with the owner, seller, and title company signatures. Landlords may also print proof of ownership from the tax assessor's website.

## Housing Assistance Payments

The Housing Authority makes the rental assistance payments at the end of every month for on time deposit to your account by the 1<sup>st</sup>. Rental Assistance payment history can be viewed by accessing HMS PAL. Set up your account at <https://www.hmsforweb.com/pal/login.php> to view your payment information, receive email notifications and more.

## Residential Lease Agreement

**Landlords must submit one (1) original copy of the Residential Lease Agreement with the Moving packet.**

HACD does not encourage tenants to sign a lease agreement until the unit has been approved for affordability and HQS Compliance. The lease agreement must include HUD's Tenancy Addendum verbatim. The Request for Tenancy Approval Form [RTA] has spaces to provide the proposed lease effective date and the proposed contract rent amount. Once they have been approved and passed inspection, the tenant may sign the lease. A copy of the fully executed lease MUST be returned to HACD within 10 business days of origination.



Initial lease must be for minimum of one year. If the tenant already resides in your unit and a current lease is in effect, you will be required to sign a new lease with the tenant that reflects the effective date of HAP. After first year, leases can be renewed for one year or month to month.

## Owner Responsibilities: Residential Lease Agreement

- Provide all housing services as agreed to in the lease.
- Provide the lease to HACD, including any revisions agreed to by the owner and tenant.
  - By signing the Housing Assistance Payment Contract (HAPC), the owner certifies that the terms of the lease are in accordance with all provisions of the HAPC and the lease includes the Tenancy Addendum.
  - If the dwelling lease is incomplete or incorrect, HACD will notify the family and the owner of the deficiencies. Missing and corrected lease information will be accepted as hard copies in-person, by mail, or by e-mail. HACD will not accept this information over the phone.
- Enforce the tenant obligations under the lease.

- You must request in writing, any changes in the amount of the Rent to Owner at least 60 days before any such changes go into effect.
  - During the initial term of the lease, the owner may not raise the Rent to Owner.
  - All requests for rent increases must be submitted 60 days prior to the anniversary date of the Housing Assistance Payment Contract (HAPC). HACD will determine whether the requested increase is reasonable within 30-45 calendar days of receiving the request from the owner. Upon deciding, HACD will notify the owner, in writing, within 10 business days.
- Provide a copy of any changes in the lease to HACD in writing.
  - The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- **DO NOT** lease a unit to a family that owns or has an interest in the unit.
- **DO NOT** include in the lease any family member of the owner.
  - The owner of the assisted unit must not be the parent, child, grandparent, grandchild, sister, or brother of any member of the family unless HACD has determined (and has notified the owner and the family of such determination) that approving a rental of the unit, notwithstanding such relationship, would provide a reasonable accommodation for a family member who is a person with disabilities.
- Provide all utilities not paid by the family under the lease to comply with HQS requirements.

## Tenancy Addendum

**The Tenancy Addendum lists the responsibilities of each party participating in the Housing Choice Voucher Program.**

- The Tenancy Addendum must be attached to the residential lease agreement.

### Owner Responsibilities: Tenancy Addendum

- Always comply with the Tenancy Addendum.
- When there is a conflict between the provisions of the Tenancy Addendum and any other provisions of the lease or any other agreement between the owner and the tenant, the language of the Tenancy Addendum shall control.
- **DO NOT** make any changes to the Tenancy Addendum.



# Housing Assistance Payment Contract

The Housing Assistance Payment Contract (HAPC) asks for information related to the residential lease agreement and describes the responsibilities of all parties related to the HAPC.

## Owner Responsibilities: Housing Assistance Payment Contract

- Comply with all owner obligations under the Housing Assistance Payment Contract (HAPC) and residential lease agreement.
- Prepare and furnish to HACD the information required under the HAPC.
- Provide any notice to the family in connection with the HAPC in writing.
- **DO NOT** assign the HAPC to a new owner without the prior written consent of HACD.
- In order to change the HAP payee under an outstanding HAPC, HACD must receive a completed and signed Change of Ownership/Payee Packet, which is available on the HACD website.
- Ensure that the family resides in the contract unit and that the unit is the family's only residence.
- Ensure that no person or entity has or will have a prohibited interest.
  - A prohibited interest includes a person or entity of any of the following classes having any direct/ indirect interest in the HAPC or receiving any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter:



- Any present or former member or officer of HACD (except a HACD commissioner who is a participant in the program);
- Any employee of HACD, or any contractor, sub-contractor or agent of HACD, who formulates policy or who influences decisions with respect to the program;
- Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
- Any member of the Congress of the United States.

- Immediately disclose prohibited interests to HACD and HUD, when they occur.
- Collect from the family any such security deposit.

- HACD prohibits the owner from collecting security deposits in excess of amounts charged by the owner to unassisted tenants.
  - Collect from the family the tenant portion of Rent to Owner.
  - The portion of Rent to Owner is not covered by the HAP.
  - Collect from the family any charges for unit damage by the family.
- **DO NOT** charge a contract rent that exceeds rents charged for rental of comparable unassisted units in the premises.
- The owner must give HACD any information requested by HACD on rents charged by the owner for other units in the premises or elsewhere.
- **DO NOT** charge a contract rent that exceeds the reasonable rent for the unit as most recently determined by HACD.
- **DO NOT** charge or accept any payment for rent in addition to the Rent to Owner.
- Rent to Owner includes the following to be provided and paid by the owner in accordance with the lease: all housing services, maintenance, utilities and appliances.
- The cost of meals or supportive services may not be included in Rent to Owner and the value of meals or supportive services may not be included in the calculation of reasonable rent.
  - The lease may not require the tenant or family members to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy under the terms of the lease or eviction.
- The owner may not charge the tenant extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.
- Terminate the family's tenancy in accordance with the lease and HUD requirements only.
- Evict the family by court action only.
  - At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
  - The owner must give HACD a copy of any owner eviction notice at the same time the owner notified the tenant. Eviction notice means a notice to vacate, a complaint or other initial pleading used to begin an eviction under State or Local law. At the same time means within 3 business days.
  - Promptly refund the unused security deposit to the tenant in accordance with state law.
  - Give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant in accordance with state law.
- **DO NOT** commit fraud, bribery, or corrupt acts in connection with the program.
  - Fraud, bribery, or any other corrupt or criminal act in connection with any Federal Housing Assistance Program by the owner is a breach of the HAPC.
- In all cases of overpayment of subsidy caused by the owner, the owner must repay HACD any excess subsidy received.
- Owner program abuse includes, but is not limited to, the following:



- Charging the family rent above or below the amount specified by HACD;
  - Charging a security deposit other than that specified in the family's lease;
  - Charging the family for services that are provided to unassisted tenants at no extra charge.
  - Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit;
  - Knowingly accepting incorrect or excess housing assistance payments;
  - Offering bribes or illegal gratuities to HACD's Board of Commissioners, employees, contractors, or other HACD representatives;
  - Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to HACD;
  - Residing in the unit with an assisted family;
  - Subleasing of space in the assisted unit; and
  - Not allowing the participant full and prohibited access and use of areas assisted under the HAPC.
  - **DO NOT** engage in any drug-related or violent criminal activity.
- 
- Comply with the Violence Against Women Act (VAWA) when screening for and terminating tenancy.
    - The fact that an applicant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of tenancy if the applicant otherwise qualifies for tenancy.
  - **DO NOT** discriminate against any person because of race, color, religion, sex, national origin, familial status, or disability in connection with the lease or HAPC.
  - Cooperate with HACD and HUD in conducting Equal Opportunity Compliance Reviews and Complaint Investigations in connection with the HAPC.



**Once all documents are completed, the owner will be contacted within 3 to 5 business days to schedule an inspection. Once the unit passes a Housing Quality Standards (HQS) Inspection, the contract is finalized and e-mailed to the landlord, and the Housing Assistance Payment (HAP) will be processed when HACD receives the original signed contract.**

# Housing Quality Standards Inspections

## Inspections Overview

**The goal of the Housing Choice Voucher Program is to provide decent, safe and sanitary housing at an affordable cost to low-income families. Housing Quality Standards (HQS), set by HUD, helps HACD accomplish that goal by defining standard housing and establishing the minimum quality criteria necessary for health and safety of program participants.**

All assisted housing units must meet HQS in order to participate in the HCV program. **All units must maintain HQS throughout the term of the contract.** HACD staff will ensure that current and potential HCV housing units meet the minimum acceptable criteria for each of the 13 key housing quality components addressed in HQS inspections.

We have a wonderful team doing our inspections and they try very hard to be accommodating and helpful while maintaining the mission.

- They can be contacted at [inspections@gcha.us](mailto:inspections@gcha.us) or **815-758-2692 x. 134.**
- Inspections are conducted on Friday's. Initial inspections [new lease-ups] will NOT be conducted on the last Friday of the month.
- Vacant Units – We are happy to list your vacant units in our office, call **815-758-2692 x. 121**

## Types of HQS Inspections

### Initial/Move-In Inspections

HACD conducts initial inspections to approve a unit for participation in the HCV program. The unit must pass the HQS inspection before any Housing Assistance Payments can be paid to the owner; therefore, it is best if the family does not move into the unit before approval.

### Annual Inspections

HUD requires HACD to inspect each unit under lease at least once annually to confirm that the unit still meets HQS. The inspections may be conducted in conjunction with the family's annual reexamination but is typically conducted separately.

### Special Inspections

A special inspection may be requested between annual inspections by the owner, the family or a third party as a result of problems identified with a unit between annual inspections.

### Quality Control Inspections

HUD requires that a sample of units be inspected by a quality control inspector to ensure that HQS is being enforced correctly and uniformly by all inspectors.

## Commonly Failed HQS Items

The following commonly failed HQS items list is intended to provide guidance to landlords. Please be advised this is not an all-inclusive list of every possible failed item.



- Unit must be in “make ready” status. “Make ready” status is defined as a unit that is ready for immediate move-in; for example, units must have all utilities on, a working stove/refrigerator, no trash/debris on site and working heating/cooling equipment (regardless of the time of year).
- Units built pre-1978 cannot have any chipping or peeling paint inside or outside the unit. This also applies to the exterior of secondary buildings, playgrounds, railings and common areas of the property.
- Stove/Refrigerator must be clean and in working order (no missing kick plates or torn door seals, etc.).
- Ensure electric, plumbing and gas services are operating in a safe manner and present no danger to occupants; for example, units must not have electric hazards, plumbing leaks, missing/broken P-traps under sinks, gas leaks, etc.
- All windows must have working locks or a permanently attached locking device.
- All windows must be in good working condition and able to remain open. Window panes cannot be missing, broken or cracked (cutting hazard.) Plexiglas is not an acceptable repair for glazed windows.
- All common areas will be inspected for safety hazards (Laundry room/pool area, etc.).
- The roof must not leak. Indications of a leak are discolorations or stains on the ceiling.
- The hot water heater tank must have a temperature pressure relief valve with a downward discharge pipe.
- Floor covering cannot be torn nor have holes/cracks that can cause a tripping/cutting hazard.
- Stairs and railings must be secure. Handrails are required for steps with four or more consecutive steps or 30 inches or higher above the ground such as around stairwells, balcony, walkways, etc.
- There should be no trip hazards such as gaps/cracks greater than  $\frac{3}{4}$  inch on sidewalk, walkways, driveways, common areas, etc.
- Working smoke detectors are required in all bedrooms and adjacent hallways. See manufacturer’s specifications for proper installation.
- Working CO2 Detectors as required by state and local law.
- All conversions/additions must pass HQS inspection and be properly permitted by City or local agency having jurisdiction over the unit. HACD may request copies of approved permits.
- All security/burglar bars must have a quick release mechanism (cannot use key, tool or special knowledge to open).
- Double-keyed deadbolts, also known as double cylinder locks, are not allowed at any location.

## Resources

- Housing Authority of the County of DeKalb <http://dekcohousing.com/>
- A Good Place to Live Brochure by the U.S. Department of Housing and Urban Development [https://www.hud.gov/sites/documents/DOC\\_11735.PDF](https://www.hud.gov/sites/documents/DOC_11735.PDF)
- Protect Your Family From Lead in Your Home from the U.S. Department of Environmental Protection [https://www.epa.gov/sites/production/files/documents/pyf\\_brochure\\_landscape\\_color\\_1-16-13\\_0.pdf](https://www.epa.gov/sites/production/files/documents/pyf_brochure_landscape_color_1-16-13_0.pdf)
- Fair Housing by the Office of Fair Housing and Equal Opportunity - [https://www.hud.gov/sites/documents/FHEO\\_BOOKLET\\_ENG.PDF](https://www.hud.gov/sites/documents/FHEO_BOOKLET_ENG.PDF)
- [www.hud.gov](http://www.hud.gov)
- [www.landlordology.com](http://www.landlordology.com)
- DeKalb Area Rental Assistance - [www.daranow.com](http://www.daranow.com)
- Prairie State Legal Services – [www.pslegal.org](http://www.pslegal.org)

