

LANDLORD INFORMATION PACKET



Revised: MARCH 2016

Scottsdale Housing Agency

THE HOUSING CHOICE VOUCHER PROGRAM CAN WORK FOR YOU!

Prospective Landlord:

The Housing Choice Voucher Program can benefit you. The City of Scottsdale Housing Agency encourages you to participate in our program. Please call (480) 312-7717 and add your available properties to our listings.

Program Benefits:

- ***More security in timely receipt of rental payments***
- ***Aggressively enforce terminations regarding drugs & violent criminal activity***
- ***Annual inspection--family can be terminated for above normal damages***
- ***Same rules and notices apply to program participants as to other tenants***
- ***Charged deposits according to the Arizona Landlord/Tenant Act***

We have set above standard rents on behalf of our participants to meet the needs of our community. The approved current payment standards for the City of Scottsdale are:

Housing Choice Voucher Program Payment Standards Effective: March 1, 2016	
SIZE OF UNIT	PAYMENT STANDARD
Studio	\$647
1	\$798
2	\$993
3	\$1447
4	\$1694

RENTAL RATES:

The payment standard rates quoted above include the cost of utilities and rental tax. The rent must be able to pass a Rent Reasonableness test for the location of the unit. Regulations require that the unit be comparable to other unassisted rentals in the community. You may NOT charge more for an assisted resident.



**MAJOR RESPONSIBILITIES OF THE OWNER
(Title 24 Code of Federal Regulations 982.452)**

SCREENING YOUR PROGRAM PARTICIPANT:

The key to being a happy Landlord is having good tenants, and the key to having good tenants is effective screening. The City of Scottsdale Housing Agency is restricted to releasing information to landlords regarding program participants. You are strongly encouraged to contact previous landlords to obtain information about your prospective tenant and to perform a criminal background check. ***The Scottsdale Housing Agency does not screen the family's behavior or suitability for tenancy; it is the owner's responsibility to do so.***

For example, owners may consider a family's background including factors such as:

1. Payment of rent and utility bills.
2. Upkeep for unit/premises.
3. Respecting other's rights for peaceful enjoyment of their housing.
4. Drug related criminal activity or other criminal activity that is a threat to life, safety, or property of others.

The owner should be in compliance with the Arizona Landlord Tenant Act and Fair Housing Laws that prohibit discrimination against any family.

Collect the rent due by the family and otherwise enforce the lease.

Written requested rent increases must reach the Scottsdale Housing Agency 60 days prior to annual effective date. Only one increase request per year is allowed.

Comply with the terms of the housing assistance contract with the Housing Agency.

Security deposits - collect deposits governed under the Arizona Landlord Tenant Act.

Promptly notify the City of Scottsdale in writing of any move-outs, incarcerations or evictions



MAINTENANCE:

Maintenance is defined as by making necessary repairs to the unit in a timely manner. After the annual Housing Quality Standards (HQS) Inspection, the inspector will inform the owner of any defective items that may need to be corrected and provide a time frame for those repairs. If the defect is life threatening, the owner must correct the defect within 24 hours unless approved extensions are granted. If the owner fails in his obligations of maintaining the unit, the Housing Agency must take prompt and vigorous action, which may include termination, suspension or ceasing of Housing Assistance Payments (HAP). The Housing Agency may terminate assistance to a family due to a breach of the Housing Quality Standards caused by the family. The owner is responsible for any eviction efforts if the program participant is terminated.

LEAD-BASED PAINT:

Prior to execution of the Housing Assistance Payments contract, the owner must inform the Housing Agency and participating family of any knowledge of lead-based paint. Signatures are required on the "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form." This form must be completed whether lead-based paint is known to be present or not (see Moving Packet).

MOVING PACKET:

Your prospective tenant will obtain the preliminary paperwork from the Housing Agency to initiate rental assistance. Portions of this packet will need to be completed by both you and the prospective tenant. Please fill out and sign all paperwork. When the packet is completed, you or the prospective tenant should return it to the Housing Agency.

REQUEST FOR APPROVAL OF TENANCY:

This form must be fully completed and signed by both you and the prospective participant. **DO NOT SIGN A BLANK FORM!** Please be sure all the information is correct on the form prior to signing it.

Note: Proposed Rent must include ALL taxes.

Type of Housing

Single Family Detached-a single residential home.

Semi-Detached Row/Townhouse-a duplex, 4-plex or larger complex.

Garden/Walkup-an apartment/condominium in a building with 2 or more levels.

Utilities and Appliances

Indicate if you or the tenant is paying for the utilities and if you or the tenant is providing the refrigerator. If you furnish other appliances, please list them in the columns provided. **Please circle all utility companies that service your unit.**



Owner's Certification

This section stipulates that members of the participant's family cannot rent to related program participants. The only exception would be participants with disabilities who have obtained Housing Agency approval. Please read the Certification and sign. By accepting each monthly housing assistance payment from the City of Scottsdale Housing Agency, the landlord certifies that the rent to owner is not more than the rent charged by the owner for comparable unassisted units. The owner must give the Housing Agency information requested by the agency regarding rents charged for other units.

TAXPAYER ID NUMBER CERTIFICATION (W-9):

As an Agent/Owner, you must provide the Housing Agency with either your social security number or Federal taxpayer I.D. number. Due to the Federal subsidy payments made to you on behalf of a participant, this information must be reported to the Federal government. **The name on the W-9 must match exactly with the Federal taxpayer ID number or Social Security Number.**

Legal Ownership of Unit

The following represents PHA policy on legal ownership of a dwelling unit to be assisted under the HCV program. The PHA will only enter into a contractual relationship with the legal owner of a qualified unit. No tenancy will be approved without acceptable documentation of legal ownership (e.g., deed of trust, proof of taxes for most recent year).

YOUR LEASE:

Upon approval of the lease or revision, the Housing Agency must determine that the lease contains all provisions of the lease addendum. In the case of conflict between your lease and the HUD Addendum, the HUD Addendum will prevail. The required Lease Addendum will be attached to your lease. The lease must provide for an automatic renewal or lapse to month-or-month status. ***The initial term of the lease must be for at least one year.*** Please provide a sample (*unsigned*) copy of your lease to the Housing Agency for review and approval **prior** to lease up. Once the lease is signed it is your responsibility to submit a copy of the signed lease to the Housing Agency within 24 hours or by the next business day.

LEASE ADDENDUM:

A lease addendum will be executed, thus meeting the requirement that the owner's lease must include verbatim all provisions of the HUD Tenancy Addendum.

DO NOT EXECUTE A LEASE WITH THE TENANT UNTIL THE HOUSING QUALITY STANDARDS INSPECTION HAS BEEN PASSED BY OUR INSPECTOR.



AUTHORIZATION TO RELEASE INFORMATION:

If you wish to receive available information from the Housing Agency regarding the participant's rental history, you **must** have the tenant family complete the *Authorization to Release Information* form (provided in the Moving Packet.) The Head of Household, Co-Head and any other adult members of the household (18 years of age or older) must sign, date and enter their social security numbers on the form. The form with original signatures must be returned to the Housing Agency.

HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP):

This signed contract between the City of Scottsdale Housing Agency and the landlord/owner authorizes rental assistance payments to be made on behalf of the tenant/program participant. This contract states the amount of rent and defines the Housing Agency and landlord/owner responsibilities under the program. Page two of the HAP contract **must** be filled out indicating appliances supplied and who is responsible for payment, either owner or tenant. A HAP contract must be executed no later than 60 calendar days from the beginning of the lease term. The participant family is not responsible for payment of the portion of the rent to the owner due from the Housing Agency.

All documentation from the moving packet, including the W-9, and a passing HQS inspection must be completed before we can process the first check. Monthly HAP checks are mailed the last week of each month. ***The first check for a move-in will be processed within 10-14 business days after move-in.*** The check is mailed via the U.S. Post Office from the City's accounting office with no guarantee of the date of delivery.

HOUSING QUALITY STANDARDS INSPECTION:

Housing Quality Standards (HQS) are minimum nationwide standards applying to all units on the Housing Choice Voucher Program. HQS inspections must be conducted before a HAP contract can be signed at least annually for each assisted unit. Special inspections are done on an as-needed basis. **The unit must pass a Housing Quality Standards Inspection (HQS) BEFORE a lease or contract can be executed.**

INITIAL INSPECTION: After the Moving Packet has been completely filled out and returned to the Housing Agency, an inspection of your unit will be scheduled. **All utilities must be on at the time of inspection.** Units not meeting the Housing Quality Standards Inspection standards must be repaired and re-inspected prior to execution of the Housing Assistance Payment (HAP) contract.

ANNUAL INSPECTION:

As long as your tenant is a program participant, an annual inspection of the unit will be required. A letter will be sent to the tenant scheduling the date and time of the inspection. A letter will be sent to you as well confirming the results of the inspection. If you receive a default letter, a time frame will be given in order to complete the necessary repairs.



ABATEMENT:

Abatement is stopping the Housing Assistance Payment until a unit meets the Housing Quality Standards Inspection. A prorated check will be cut for the time frame that the unit came into compliance. If the unit is NOT brought into compliance the contract will be terminated. The inspector will arrange a date and time for re-inspection of the unit.

PLEASE NOTE: Until a Lease and Contract have been signed by all parties, (Landlord, Tenant and Housing Specialist), the family is a prospective tenant, and is NOT receiving rental assistance. ***The City of Scottsdale has no liability for rent owed before the effective date of the lease or contract, which is always after the unit has passed the Housing Quality Standards Inspection.***

SECURITY DEPOSITS/LATE FEES:

The prospective tenant is responsible for payment of the security deposit. Program participants pay the same amount of security deposit and late rent fees as non-participant tenants. Program participants are not responsible for paying late fees on the Housing Assistance Payment portion of the rent that comes from the Housing Agency.

OWNER CERTIFICATION:

By accepting the monthly check from the City of Scottsdale Housing Agency, the owner certifies that the rent charged is no more than the rent charged for comparable unassisted units. The family may terminate the lease at any time after the first year and the landlord may not require the family to give more than 60 calendar days notice of termination. The owner must give the participant a written notice of the offer of a new lease, with a copy to the Housing Agency, at least 60 days before the proposed beginning date of the new lease term. This notice must specify a reasonable time for the family to accept.

REQUEST FOR RENT INCREASES: The owner must request a rental increase at least sixty (60) days prior to the tenant's annual renewal date. We will notify you in ample time by mail of when the tenant's annual renewal date is so that you can submit your rent increase request. The rent increase request must be submitted in writing. The rent adjustment after the initial year is subject to a Rent Reasonableness test, which compares unassisted units in the same area. Also taken into consideration is the Annual Adjustment Factor (AFF), published by HUD. The rent to owner may be adjusted according to rent reasonable standards.

RENT REASONABLENESS: The purpose of the rent reasonableness test is to assure that a fair rent is paid for units selected for participation in the Housing Choice Voucher Program, and that the program **does not have the effect of inflating rents** in the community. Rent reasonableness determinations must be made before the Housing Agency approves the initial rent to the owner and upon receipt of a request for rent increase from the owner. The Housing Agency must document on a case-by-case basis that the approved rent is reasonable, based on current rents for comparable unassisted units.



Landlord Information Packet

The Scottsdale Housing Agency's comparability system takes into consideration the following:

- ❖ Location
- ❖ Size
- ❖ Type
- ❖ Quality
- ❖ Amenities
- ❖ Utilities
- ❖ Housing services provided
- ❖ Maintenance provided
- ❖ Age of unit

SPECIAL ADJUSTMENT OF RENT TO OWNER:

At HUD's sole discretion, HUD may approve a special adjustment of the rent to the owner to reflect increases in the actual and necessary costs of owning and maintaining the unit due to substantial and general increases in:

- ❖ Real property taxes
- ❖ Utility rates
- ❖ Special government assessments
- ❖ Cost of utilities not covered by regulated rates

If the special adjustment is approved, the Scottsdale Housing Agency will implement the rental modification.

DISAPPROVAL OF AN OWNER:

An "owner" is defined as a principal or other interested party. The Housing Agency cannot approve an owner if:

1. The owner is a parent, child, grandparent, grandchild, sister or brother of any member of the participant family, *unless approving the unit would provide reasonable accommodations for a disabled program participant.*
2. The Housing Agency is notified that the owner is debarred, suspended, or subject to a limited denial of participation under 24 Code of Federal Regulations Part 24.
3. The owner violated obligations under the Housing Choice Voucher HAP contract.
4. The owner has engaged in drug trafficking, committed fraud, bribery or any corrupt criminal act involving any federal housing program.
5. There is a history or practice of renting units that fail State or local housing codes.
6. The owner has not paid State or local real estate taxes, fines, or assessments.
7. The Housing Agency is notified by HUD that:
 - a. Federal action is pending on government-instituted administrative or judicial action against owner for a Fair Housing or other federal equal opportunity requirement violation, or
 - b. A court or administrative agency has determined that the owner violated Fair Housing or other federal equal opportunity requirements.



**WE SINCERELY THANK YOU FOR TAKING AN INTEREST IN
The City of Scottsdale's Housing Choice Voucher Program.**

Paiute Neighborhood Center
SCOTTSDALE HOUSING AGENCY

6535 E. Osborn Rd., Bldg. 8
Scottsdale, Arizona 85251-6029

(480) 312-7717

(480) 312-7761 Fax

(480) 312-7741 TDD

www.ScottsdaleAZ.gov/assistance/housing

(click on "Housing Choice Voucher Program")

