WELCOME

Thank you for choosing to participate in the
Fort Worth Housing
Solutions Housing Program

Fort Worth Housing Solutions "Investing in the Community"

Z

2024 LANDLORD ORIENTATION

http://www.fwhs.org

Housing Program Overview

The Housing Choice Voucher program (HCV) is a federally funded program designed to help eligible low-income individuals/families, the elderly and persons with disabilities to reside in safe, decent and affordable housing.

The HCV program encourages freedom of housing options and de-concentration of assisted housing into areas outside of those in which poverty and/or minority household are concentrated.

The program provides housing assistance payments, paid directly to private owners who lease their rental units to eligible program participants.

Housing Programs Administered by FWHS

Homeless Programs Listed

COC – Continuum of Care

HHSP – Homeless Housing and

Services Program HCC – Housing

Construction Cost

ESG – Emergency Solutions Grants

Housing Choice Voucher (HCV)

Homeless Programs

Homeless Programs; CoC-Shelter Plus Care, HHSP, HCC, ESG

Mainstream

Emergency Housing Voucher (EHV)

<u>Veteran Affairs</u> Supportive Housing

Applicable Federal, State and Local Laws

The Federal regulations governing the Housing Choice Voucher program are found in Title 24 of the Code of Federal Regulations which is accessible through the internet Fair Housing Act 1968 Under the Fair Housing Act of 1968 it is unlawful to discriminate in Housing based on: Race, Color, National Origin, Religion, Sex, Familial Status, or Disability status The Violence Against Women Reauthorization Act of 2005 (VAWA) prohibits denial or admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking.

Violence Against Women Act (VAWA)

The following are various types of violent Acts against women or men

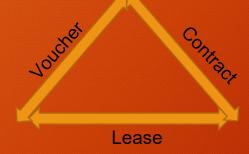
- Domestic Violence
- Dating Violence
- Stalking

The Housing Choice Voucher Program Selection/admissions and continued occupancy provisions prohibiting denial of selection/admission or eviction/termination of assistance to individuals for reasons related to incidents of domestic violence in which they were a victim

^{*}Participant must show history of abuse

How does the program work

Fort Worth Housing Solutions



Participant

Landlord

In the program, there are three bi-party contracts

Program Responsibilities

Landlord

- A landlord may not rent to a relative on the Housing Choice Voucher program
- Landlords must abide by the terms of the Housing Contract and Lease Agreement
- Landlords must maintain the dwelling unit in safe, decent condition

Housing Authority

- The Housing Authority must determine applicant eligibility, make timely housing assistance payments, verify income and other information and, recertify participants annually.
- The Housing Authority is responsible to inspect the assisted rental unit prior to initial occupancy and at least once annually to ensure the assisted unit is safe, decent and sanitary
- The Housing Authority is also responsible to ensure that the contract rent is reasonable in comparison to other similar rental units in the area
- The Housing Authority is required to comply with all applicable HUD rules and regulations

Program Participant

• The tenant must abide by the terms of the lease, and the rules of the Housing Choice Voucher program, and be a good neighbor.



Becoming a Partner

- > A debarment sanction means that an individual, organization and its affiliates are excluded from conducting business with any Federal Agency government-wide.
 - Who does HUD sanction?
 - Landlords
 - Loan Officers
 - Builders and Developers
 - •Real Estate Brokers or Agents
 - Management Agents
 - Appraisers and Inspectors
 - Contractors
- FWHS will verify online with the Debarment list to ensure the landlord and/or Agent are NOT on the list
- ➤ If the interested landlord/agent is on the Debarment list, they will not participate with the FWHS as a landlord.

Required Ownership Information

- Proof of Ownership
- Driver's License & Social Security Card, for individual owners
- Employer Identification Number (EIN), for companyowned properties
- Direct Deposit Form, along with voided check or letter from the bank showing routing number and account number
- W-9
- Assignment of Agent, if unit is managed by third-party
- Ratification of Existing Contract, if unit is currently occupied by FWHS clients

FWHS Required Forms

- Direct Deposit Form
 - If Agent if the payee, form must be NOTARIZED
 - The payee receiving the 1099 will be responsible for providing the banking information
 - A voided check or bank verification must be attached
- W-9
 - If owner is someone else as payee, a W-9 is required for both the owner and the payee.
 - The name on W-9 must match name on social security or EIN letter
- Assignment of Agent
 - If someone other than owner is managing the property
 - Must be NOTARIZED
- Ratification of Existing Contract
 - Must be completed if property is occupied by FWHS client

Affordablehousing.com Property Listing Form

		Your Contact I	nformation	
First Name:		*Last N	lame:	
Company:		*Best 0	Contact Phone Number:	
Email:				
Location Committee of the Committee of t		Address Of The Unit	You Want To List	
*Zip: *Sta	de:	Address of the onit	*City:	
*Address:				Unit Number:
3777777777				
		Unit Desci	iption	
*Date Unit Available: *Re	nt Amount	*Security Deposit:	*Bedrooms: *Bath	s:*Half Bath(s):
		☐ Negotiable	*Living Square F	ootage:
*Property Type: (Check one) C Triplex 4Plex Floor Lo	1 House Townhication:	ouse/Villa DApartment DC	Condo @Mobile Home @Row H	House Duplex *Yr Built:
*Lights/Electric Paid By: 🗆 Te	nant 🗅 Owner	*Heat Type: Gas GE	ctric *Heating Fuel Paid By	Tenant Owner
*Hot Water Fuel Type:	☐ Gas	☐ Electric	*Hot Water Paid By:	☐ Tenant ☐ Owner
*Cooking Fuel Type:	☐ Ges	□ Electric	*Cooking Paid By:	☐ Tenant ☐ Owner
*Sewer Type:	☐ Septic Tank	☐ Pubic Sewer	*Sewer Paid By:	☐ Tenant ☐ Owner
*Water Type:	☐ Well Water	☐ City Water	*Water Paid By:	☐ Tenant ☐ Owner
*Cooling (A/C Electric) Type:	☐ Central ☐ None	☐ Window/Wall	*Cooling Paid By:	☐ Tenant ☐ Owner
*Heat Style: □Central □ Furnace □Radial □ Window/Wall □ Baseboard	tor	Trash Removal Paid By: Tenant Owner	*Lawn Care Paid By: ☐ Tenant ☐ Owner	*Pest Control Paid By: ☐ Tenant ☐ Owner
Laundry Type	xok-ups 0	1 Washer 0	I Dryer ☐ Onsite L	Laundry
	Dishwasher	☐ Stove	☐ Refrigerator	☐ Garbage Disposal
Included:	0			
Included:	Security System	☐ Microwave	se D'Assimed D'Unsssimed	□ Driveway □ Street □ None
Included:	2 Car Carport 🛚 1	Car Garage 🗓 2 Car Garag		□ Driveway □ Street □ None
*Parking: □ 1 Car Carport □: *Other Amenities Included: □ Gated Community	Car Carport 1	and the second second	☐ Ceiling Fans *Exterior: ☐ Balcony ☐ Dec	☐ Fenced Yard
Parking: 1 Car Carport 12 *Other Amenities Included:	Car Carport 1	Car Garage 2 Car Garage Swimming Pool Tenant Owner	☐ Ceiling Fans	☐ Fenced Yard
"Parking: 1 Car Carport 2: "Other Amenities Included: Gated Community Age Restricted	Car Carport 1 1 Fireplace Cable Paid By: Description of	Car Garage	Ceiling Fans *Exterior: Delicony Dec Pets Allowed DYes No	□ Fenced Yard x □ Patio □ Perch o □Weight Restrictions ee to GOsection8.com's

Owner Contacted, Information Verified:

GoSection8.com Property Listing Form

Three ways to list your properties for FREE:

- www.affordablehousing.com
- Toll Free Number @: 866.466.7328
- •FAX @: 561.416.9848
- •Please use **ONE** form per property
- Note: Existing vendors when adding a new property always provide one of the following:
 - •HUD Settlement Statement (signed by both Owner & Seller)
 - •Filed Warranty Deed
 - •Deed of Trust
 - •TAD

Example of Housing Choice Voucher

Voucher size is not the same as unit size

Tenant may choose a larger unit than the voucher size indicates as long as the unit is within the payment standard of the assigned voucher subisdy.

Vouc	THE RESERVE AND ADDRESS OF THE PARTY OF THE	U.S. Department of Housin and Urban Development	Granda and		OMB No. 2577-0 (exp. 07/31/20
lousii	ng Choice Voucher Program	Office of Public and Indian	n Housing		
earchin onduct umber. ict of 19	eporting Burden for this collection of information or sisting data sources, gathering and maintainin or sponsor, and a person is not required to res Assurances of confidentiality are not provided 337 (42 U.S.C. 1437). The information is used the family's obligations under the Housing Cho	ng the data needed, and completing cond to, a collection of information under this collection. This collecti to authorize a family to look for a	and reviewing the co	lection of information displays a valid ON	n. This agency may not IB control
the U. eligib sclose herwis	Act Statement. The Department of Housing a S. Housing Act of 1937 (42 U.S.C. 1437f). Coll te unit and specifies the size of the unit. The int this information to Federal, State and local age of isdosed or released outside of HUD, except voucher issuance.	ection of family members' names is formation also sets forth the family's noies when relevant to civil, crimina	s mandatory. The info s obligations under th al, or regulatory inves	ormation is used to a se Housing Choice V stigations and prose	uthorize a family to look oucher Program. HUD outions. It will not be
lease n	ead entire document before completing form blanks below. Type or print clearly.			Voucher Number	
and is	unit size in number of bedrooms. (This is the used in determining the amount of assistance to	o be paid on behalf of the Family to		1 Unit Size	
	Voucher Issued (mm/dd/yyyy) actual date the Voucher is issued to the Family			2. Issue Date (mm/	dd/yyyy)
	Voucher Expires (mm/dd/yyyy) must be at ther is issued. (See Section 6 of this form.)			3. Expiration Date	(mm/dd/yyyy)
	Extension Expires (if applicable)(mm/dd/yyyy Section 6. of this form)			4. Date Extension E	xpires (mm/dd/yyyy)
	of Family Representative e of Public Housing Agency (PHA)	U. Organia	ure of Family Representa		Date Signed (mm/dd/y)
					_
8.	Name and Title of PHA Official	9.	Signature of PHA Official		Date Signed (mm/dd/yy
	sing Choice Voucher Program The public housing agency (PHA) has d	letermined that the	cher		
	above named family (item 5) is eligible the housing choice voucher program. Ut the family chooses a decent, safe and so in. If the owner agrees to lease the ut under the housing choice voucher pro- PHA approves the unit, the PHA will er assistance payments (HAP) contract w make monthly payments to the owner:	e to participate in nder this program, initary unit to live mit to the family gram, and if the uter into a housing rith the owner to	family finds an money available owner. Howeve family, to any o tenancy. The PH by the issuance. The voucher of	approvable unit, e to enter into a r, the PHA is un wner, or to any of IA does not have of this voucher. loes not give th	PHA expects that if the PHA will have the PHA will have the HAP contract with the fer no obligation to the person, to approvany liability to any part of the person of the
B.	assistance payment to be paid to the ow	ner. Generally, the	gram. The fami housing choice	ily becomes a pa	g choice voucher pr rticipant in the PHA when the HAP contr akes effect.
	monthly housing assistance payment b difference between the applicable paym 30 percent of monthly adjusted far determining the maximum initial ho payment for the family, the PHA will standard in effect on the date the tenam the PHA. The family may choose to re	ent standard and mily income. In using assistance use the payment cy is approved by	the PHA may	require the family	d term of this vouch y to report progress I times as determined

s editions obsolete Page 1 of 3 form HUD-52646 (07/2019)

Payment Standard

Current maximum payment standards per bedroom size.

 Small Area Fair MarketRents (SAFMRs) are Fair Market Rents (FMRs) calculated at the ZIP code level, rather than for the entire metropolitan region.

• As described in the SAFMR Final Rule, "the main benefit of SAFMRs is that, through setting rental subsidy amounts at a more local level, assisted households will be more able to afford homes in areas of high opportunity than under current policy.

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Utility Allowance Schedule ttps://www.fwhs.org/forms-2/

Average cost of utilities for the unit, not the actual cost

Payment Standard minus Utility Allowance equals the Adjusted Payment Standard (how much the voucher is worth)

Three types of utility allowances

Single Family Homes Multi-family Energy Efficient Utility Allowance Schedule
U.S Departmen
See Public Reporting and Instructions on back.
Urban Develop

U.S Department of Housing and Urban Development Office of Public and Indian Housing OMB Approval No. 2577-0169 exp. 7/31/2022

Trash Collection Solutions	Single Family			1/2		/2019	
Heating		1 BR	2 BR	3 BR	4 BR	5 BR	
Bottled Gas Electric 14 Electric Heat Pump Fuel Oil Other Cooking Natural Gas 2 Bottled Gas Electric 2 Other Other Other 3 Cother III Air Conditioning 20 Water Heating Natural Gas 6 Bottled Gas Electric 12 Fuel Oil Water Gas 15 Fuel Oil 15 Sewer 11 Trash Collection 18 Range/Microwave 10 Refrigerator 10 Actual Family Allowances – May be used by the family to searching for a unit. Head of Household Name Unit Address	10		12	15	16	19	
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Number of Redrooms				Water			
Number of Redrooms				Sewer			
Number of Redrooms				Trash Collect	tion		
Number of Redrooms				Other			
Number of pedicoms				Range/Micro			
FWHS Representative				Refrigerator Total			

Previous versions are obsolete.

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Form HUD-52667 (7/2019)

Inspection Process

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Inspection Directory
Request for Tenancy Approval-RFTA
Landlord Unit Checklist

Inspectors Directory -by zip code- Effective April 2025

INSPECTOR CONTACT INFORMATION Lisa Zone 1 **Efren Zone 2** Igor Zone 3

REQUEST FOR TENANCY APPROVAL RFTA FORM

- Landlord and potential tenant must complete and sign the RFTA, which must include but not limited to the following:
 - The CORRECT address of the assisted unit
 - The date the unit will be ready for inspection
 - The contract rent for the assisted unit
- The RFTA may be returned to FWHS via email at rfta@fwhs.org or dropped or mailed to our office at 1407 Texas Street, FW TX 76102
- The RFTA must be submitted prior to the expiration of the Housing Choice Voucher

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REQUEST FOR TENANCY APPROVAL RFTA FORM

List the full correct address of the unit

Specify who will be repsonsible for utilitie, as well as the stove and refrigerator

State the date the unit will be ready for inspection

Be sure the Owner of Property as defined on Deed is listed

If there is an agent, there information is placed below the owner information

This form is subject to change

Note: Only submit, to RFTA@fwhs.org Once you have confirmed through your process the tenant is eligible for the unit selected. RFTA@fwhs. Is for submission of the RFTA Only.

Air Conditioning: Central Window Water Heating: In each unit Complex heats for all Electricity: Own I Refrigerator Provided? Yes No Water Heater (Gas or Elec). Own I Refrigerator Provided? Yes No Water Heater (Gas or Elec). Own I Refrigerator Provided? Yes No Water Heater (Gas or Elec). Own I Refrigerator Provided? Yes No Water Heater (Gas or Elec). Own I Refrigerator Provided? Yes No Water No Water No Water No No Water No	City Apt # Zip Code Mapsco Page:				ouston of ren	nes danstance of	t contain of the i	Family listed below and fo	r no outer purpose.
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Inspection Checklist

Landlord Unit Checklist for Inspections

Thank you for considering the Housing Choice Voucher Program (HCVP) and/or Special Programs. For a unit to be approved for participation in the rental assistance program, it must be inspected by a Fort Worth Housing Solutions (FWHS) staff inspector to determine if the unit meets the minimum Housing Quality Standard (HQS) requirements.

The unit has been completely cleaned, dusted, and ready for move in.



To avoid lengthy delays, the following checklist has been made as a guide to aid you in the make-ready of your unit/property for an Initial Inspection. Complete this checklist before returning the Request for Tenancy Approval (RFTA). An inspector will call you once the RFTA has been received to schedule the inspection.

 All construction work has been completed and working tools removed.
All exterior doors and windows must have locks that are operable.
On units built before 1978, no peeling paint on interior and exterior of unit's surfaces.
All cabinet doors open, close, and latch easily.
Interior and exterior doors open, close and latch easily.
Walls have been cleaned or painted.
All carpet in unit has been secured, free of tripping hazards, are clean and must be in
new or good condition.
Operable smoke alarm(s). Effective 12/29/2024 battery operated smoke alarms must be a 10-
year tampered free sealed detector. Only Exemption will be for hardwire smoke alarm with battery
backup only. Smoke alarms must be installed in accordance with the National Fire Protection
Association (NFPA 72).
There are no leaks in the plumbing inside or outside the unit.
The water heater has a temperature and pressure relief valve, and a discharge line
directed towards the floor or outside the unit. If electric it must not have exposed wires.
The water heater closet latches and is not in an area that presents a hazard.
All grounds around the unit are free from debris and yard mowed.
 If the unit has gas utility a carbon monoxide detector must be installed in accordance
with the manufacturer's instructions. Effective 12/27/2022 C/O are also required on all units with
an attached garage even if unit is total electric.
All exterior doors must have a kevless locking device approved by FWHS and a door
 viewer. "Exterior doors" includes the door leading into an attached garage from the
dwelling.
Units with a sliding door must also have a keyless locking device approved by FWHS.
 Kitchen vent hood filters in place with all appliance lights working.
 Privacy lock on bathroom entry doors. If accessible through a bedroom the bedroom door
 must have a lock
An exhaust fan or openable window is required in the bathroom for ventilation. If the bathroom
 does not have a vent fan the window must have a screen.
No cracked or broken windows.
 No exposed electrical wires. Outlets within 6ft of a water source or located outside must be
 GFCI protected at outlet or breaker box.
The use of plexiglass is prohibited for windows in sleeping rooms (bedrooms & living rooms).
 Security bars on bedroom windows must have a quick release from the inside on at least one window in each bedroom.
 Heating and Air Conditioning are working properly.
 Stove/Oven and Refrigerator must be in place and operable. Even if the tenant is providing it.
 All utilities must be turned on at the time of inspection. Stove/Oven and Refrigerator must be in place and operable. Even if the tenant is providing it.

The Landlord or the agent for the Landlord may be present at the Initial Inspection or provide a code for a look box to inspector for entry. During the Initial Inspection items that fail HQS will be noted on the inspection report. A copy of the FAILED inspection report will be sent via emailed to the landlord or the agent. All repairs must be completed before requesting a re-inspection.



Keyless Deadbolts REQUIREMENTS

Keyless Deadbolts are in compliance with STATE LAW.

FWHS APPROVED KEYLESS LOCKS

Single Sided Deadbolt



Texas Security Bolt



Privacy Door Latch

Door Security Guard



FWHS REQUIRES ALL ENTRY AND EXIT DOORS INCLUDING DOOR GOING INTO GARAGE IF IT IS ATTACHED TO THE UNIT TO HAVE A PEEP HOLE AND AT LEAST ONE OF THE KEYLESS LOCKS LISTED





Revised June 23, 2021

FWHS APPROVED SLIDING DOOR SECURTY LOCKS



Sliding Door Security Bar



Carded - 10 per carton sold in carton aty only

Part #	Size	Finish
16-108C	48"	Mill
16 -108CB	48"	Bronze
16 -108CW	48"	White

Sliding Door Pin Lock





1277 Bust 18th Street Port Worth, Turns 76102 PHONE ST7 256 3400 PAX ST7 252 4530 WWW.FWH.CODE



SMOKE ALARM REQUIREMENTS

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Operable smoke alarms are in compliance with STATE LAW.

In compliance with recent TEXAS state legislation regarding the number and placement of smoke alarms in rental properties, FWHS requires the following for multi-family (duplex/Apartments) properties:

- Must be one on each level of the dwelling unit
- Must be installed in accordance with and meet the requirements of the National Fire Protection Association Standards 74 or its successor standards.
- If a hearing-impaired person is occupying the dwelling unit, the smoke detector must have an alarm system designed for the hearing-impaired persons as specified in NFPA 74.
- Effective December 22, 2024, all battery-operated smoke detectors must be a 10year sea. If the smoke detectors are hard-wired, they can have battery backup.

The link beloew will provide updated information regarding smoke detectors.

Smoke Alarms - Understanding NSPIRE Standards - 1 (us-hc.com)

All rental units must be up to code. For more information, you may go to www.texaspropertycode.org



HEATING/AC REQUIREMENTS

Information on free standing heating units.

In order for a unit to pass inspection, the heating source must also be inspected and PASS

- Heating Source is defined to be a HEATER(S): WALL FURNACE, CENTRAL UNIT, OR any other APPLIANCE that provides the Actual Heat
- A GAS JET being present in a room without the heating unit actually being present is not a PASSABLE ITEM
- Unvented fuel-burning heaters are not allowed
- Cooking stoves are not considered heating units
- Portable electric units cannot be used as a Primary source of <u>HEAT</u> for a room

A carbon monoxide detector must be installed by the landlord.

Housing Assistance Payment Contract

- HAP Contract Part A
- HAP Contract Part B: Body of Contract
- HAP Contract Part C: HUD Tenancy Addendum
- Lease

Housing Assistance Payment Contract Part A

The Body of the HAP Contract will consist of:

- Head of Household Name
- Contract Unit Address
- Household Members
- Initial Lease Term and Expired Date
- Initial Rent to Owner
- Initial Housing Assistance Payment
- Utilities and Appliances
- Signatures from the FWHS and Owner



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Part B of HAP Contract Body of Contract

This is the HAP Contract between the FWHS and the Owner

The owner may not evict tenant for the FWHS portion of rent

The owner must maintain the contract unit and premises in accordance with the housing quality standards- HQS-

Please read carefully the Body of the Contract

Housing Assistance Payments Contract U.S. Department of Housing (HAP Contract)

Section 8 Tenant-Based Assistance **Housing Choice Voucher Program**

and Urban Development

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

Part B of HAP Contract: Body of Contract

- a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).

 The HAP contract only applies to the household and contract unit specified in Part A of the HAP
- During the HAP contract term, the PHA will pay ousing assistance payments to the owner in coordance with the HAP contract.
- The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. Lease of Contract Unit

- The owner has leased the contract unit to the tenant for occupancy by the family with assistance under
- the Section 8 voucher program.

 The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.

 The lease for the contract unit must include word-
- for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
- The owner certifies that:

 (1) The owner and the tenant have entered into lease of the contract unit that includes all provisions of the tenancy addendum.
- (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the
- (3) The lease is consistent with State and local
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

3. Maintenance, Utilities, and Other Services

- The owner must maintain the contract unit and
- The owner must provide all utilities needed to
- comply with the HQS.

 If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies

- for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the
- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the penod specified by the PHA. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to
- ensure that the unit is in accordance with the HOS
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
 g. The owner must provide all housing services as

4. Term of HAP Contract

- Relation to lease term. 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
- b. When HAP contract terminates. . (1) The HAP contract terminates automatically if the lease is terminated by the owner or the
 - (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates
 - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
 - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance
- (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support cor for families in the program.

Part C of HAP Contract **HUD Tenancy Addendum**

- Works in conjunction with your lease and our contract and must be made part of the lease.
- Landlords need to put in writing on the lease agreement between the client: "HUD Tenancy Addendum Attached is a Part of this Lease"

Housing Assistance Payments Contract U.S. Department of Housing (HAP Contract)

Section 8 Tenant-Based Assistance Housing Choice Voucher Program

and Urban Development

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

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

- The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice for a tenancy under the Section 8 noting choice ovoucher program (voucher program) of the United States Department of Housing and Urban Development (HUD). The owner has entered into a Housing Assistance
- Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy
- The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher
- program.

 The composition of the household must be approved. by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- The tenant may not sublease or let the unit. The tenant may not assign the lease or transfer the

4. Rent to Owner

- a. The initial rent to owner may not exceed the arr approved by the PHA in accordance with HUD requirements.
- Changes in the rent to owner shall be detempined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease

- During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements,
- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- The family is responsible for paying the owner any portion of the rent to owner that is not covered by
- the PHA housing assistance payment.

 Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance paymen HUD requirements for a tenancy under the Section 8
- voucher program.

 The monthly housing assistance payment shall be credited against the monthly rent to owner for the
- The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing
- assistance payment.

 The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Ren to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- The owner must immediately return any excess rent

6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be rovided by the owner.
- The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in
- for items customarily included in rent to owner in the locality, or provided at no additional cost to

7. Maintenance, Utilities, and Other Services

Maintenance

Security Deposit



A property owner may request a security deposit from the proposed tenant provided:

The amount of the deposit is no more than that requested of private unassisted tenants

Not more than one month's contract rent

The security deposit is between the proposed tenant and the property owner



Collection of the Security Deposit is <u>Strictly</u> between the owner/agent and the prospective tenant. Deposit is to be paid in full prior to client move in



If the client fails to pay the security deposit it is between the client and the landlord...NOT the FWHS

Landlord Partner Portal

After your first Housing Assistance Payment Create an Account

- Visit http://www.fwhs.org
- Select Landlords
- Select Landlord Payment Status
- Select Create an Account
 - Create username
 - Create password
 - Enter active Social Security Number or TAX ID# to match Owner Name or Company Name
 - FWHS will email a confirmation notice
 - You may have multiple users to the account
 - Print monthly detail statements

Landlord Partner Portal

- Announcements-important information from the FWHS
- Upcoming Workshops/Seminars
- Online Detail Statements
 - Import by Excel, Access, Word, Etc....
- My Units
 - Inspection reports- failed items only
 - Upcoming Annual Inspection
- My Family
 - · Head of household and members listed
- 1099 available at the beginning of each year
- REMEMBER.....
 - If you are a new landlord please go to www.fwhs.org, click the landlord tab, on the left hand side of the screen under "Related Links" click the resources/forms link to find the documentation that needs to be submitted.

General Overview

- All Housing Assistance Payments (HAP) will be paid via direct deposit.
- Tenant has the right to request reasonable accommodations for disability assistance.
- Lease violations must be provided in writing to the tenant and a copy must be sent to Fort Worth Housing Solutions.
- Homes constructed before 1978 may have lead-based paint. Units housing elderly or children under 6 are subject to regulations. Resources: www.epa.gov/lead.
- HAP payments will not be made on unit prior to passed inspection.
- All properties will be inspected on an annual or bi-annual basis based on housing program requirements. Failure to make needed repairs result in abatement (no payment)
- Lease dates, occupants and rent must match the contract.
- Rental increases can be requested once a year. Request must be made in writing 60 days prior to the expiration of the HAP contract.

Thank you!! Have A Fabulous Day!