THE HOUSING AUTHORITY OF THE CITY OF AUGUSTA, GEORGIA

LANDLORD BRIEFING PACKET

Housing Choice Voucher Program

A PRACTICAL GUIDE FOR AHA LANDLORD PARTNERS

Program participation • Leasing • HAP • Rents • Inspections • NSPIRE-V

Revised August 2026

OWNER REFERENCE GUIDE

How to Use This Packet

This publication follows the normal lifecycle of participation in the Housing Choice Voucher Program. Read it from beginning to end for a full program overview, or use the chapter guide below to quickly locate a topic.

QUICK RULE: The current HUD requirements, AHA Administrative Plan, HAP Contract, and applicable law control if there is a conflict with this briefing packet.

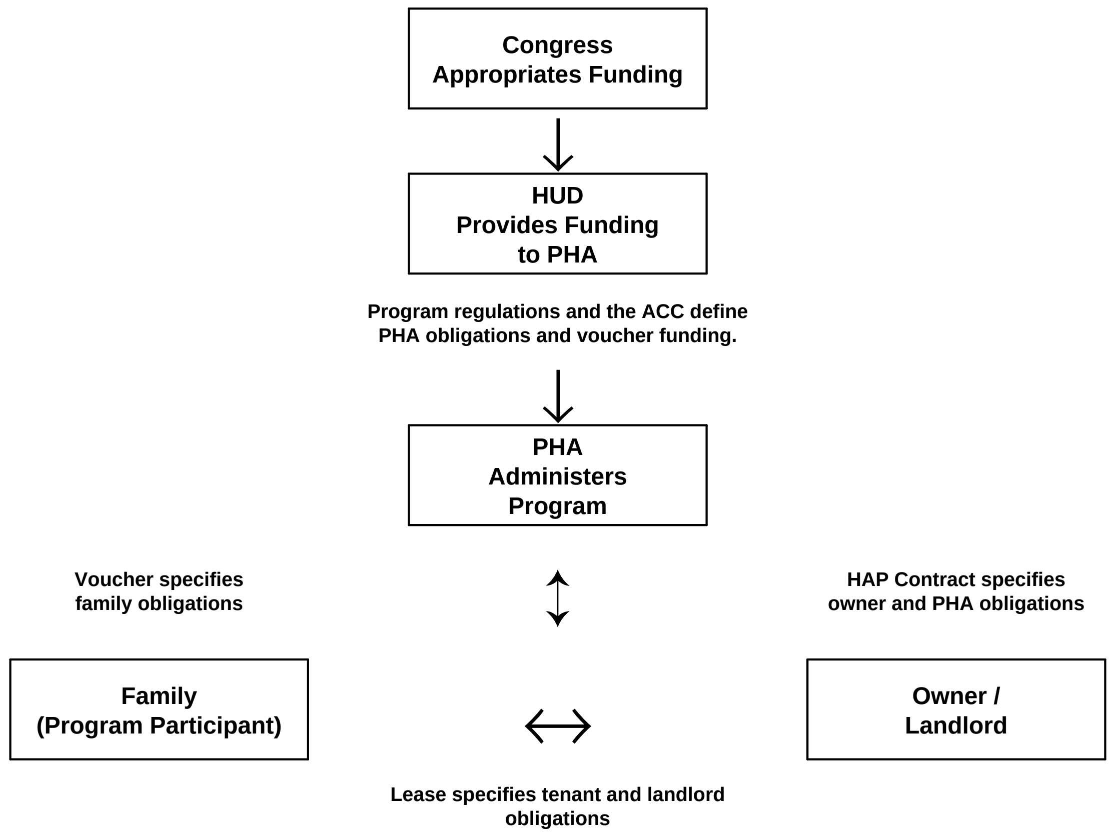
CHAPTER 01 INTRODUCTION TO THE HOUSING CHOICE VOUCHER PROGRAM

CHAPTER FOCUS

Understand how Congress, HUD, AHA, participating families, and owners work together to administer the Housing Choice Voucher (HCV) Program.

THE HCV PARTNERSHIP

The Housing Choice Voucher Program is built on a coordinated relationship among the federal government, the Public Housing Agency (PHA), the participating family, and the owner/landlord. Each party has distinct responsibilities established through federal funding, program regulations, the voucher, the Housing Assistance Payments (HAP) Contract, and the dwelling lease.



HOW THE RELATIONSHIPS WORK

Congress → HUD: Congress appropriates federal funding for the HCV Program. HUD administers the federal program and provides funding to PHAs.

HUD → AHA: HUD regulations and the Annual Contributions Contract (ACC) establish AHA's program obligations and govern the use of voucher funding.

AHA ↔ Family: AHA determines eligibility, issues the voucher, calculates assistance, conducts required program functions, and enforces family obligations. The voucher identifies the family's responsibilities while receiving assistance.

AHA ↔ Owner/Landlord: The HAP Contract establishes the obligations between AHA and the owner, including housing assistance payments and compliance with program requirements.

Family ↔ Owner/Landlord: The dwelling lease establishes the tenant-landlord relationship, including rent, occupancy, maintenance, and other lease obligations. The HUD Tenancy Addendum is incorporated into the lease and controls if there is a conflict with other lease provisions.

KEY POINT: AHA is not a party to the dwelling lease, and the owner is not a party to the voucher. These separate agreements work together to define each participant's role in a successful HCV tenancy.

CHAPTER 02

SELECTION TO BECOME AN OWNER

CHAPTER FOCUS

Complete owner requirements, screen prospective tenants consistently, and submit complete tenancy documents.

When an owner decides to participate in the Augusta Housing Authority's Section 8 Program, the owner should place the property on the property listing maintained by the Assisted Housing Department.

OWNER'S REQUEST FOR PARTICIPATION IN THE PROGRAM

The owner may pick up a Request for Property Listing Form and a Request for Owner's Information Form from the Augusta Housing Authority's Central Office located in the J. Madden Reid Administrative Building, 1435 Walton Way, Augusta, Georgia or the owner can download these forms from the housing authority's website. The owner must return these forms to the office. Once the forms have been completed, the Assisted Housing Department staff will list the property on the Property Availability List to inform Voucher holders of the vacant units. A sample of the Request for Property Listing Form and Request for Owner's Information Form are attached.

Owners must provide their current mailing address, email address Employer Identification Number (EIN) or Social Security Number (SSN) on the required forms. Owners must also submit proof of ownership of the property, such as a deed, and a copy of the Management Agreement if the property is managed by a management agent.

Once the Augusta Housing Authority receives the forms, a staff person will call to obtain more detailed information about the property. The vacant unit must meet the Housing Quality Standards (NSPIRE-V) before a Section 8 Program participant is eligible to lease the unit. Since this office may need to contact owners from time to time, owners must provide a daytime telephone number and email address. Whenever there is a change in the mailing address and/or telephone number, owners must provide current information.

DISAPPROVAL OF OWNER

Participation in the Section 8 Program is totally voluntary. An owner wanting to participate in this program does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.

The Augusta Housing Authority will disapprove the owner for the following reasons:

U.S. Department of Housing & Urban Development (HUD) or other agency directly related has informed the Augusta Housing Authority that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

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

Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any Family member. The Augusta Housing Authority 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 client bear the same last name, the Augusta Housing Authority may, at its discretion, require the family and or owner to certify whether they are related to each other in any way.

The owner has violated obligations under a Housing Assistance Payments (HAP) Contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

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 NSPIRE-V 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, of employees of the Augusta Housing Authority, or of owner's 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 involved in 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 Augusta Housing Authority will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The Augusta Housing Authority may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner, the Augusta Housing Authority 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.

RESPONSIBILITIES OF THE OWNER

The owner is responsible for performing all of the owner's obligations under the Housing Assistance Payments (HAP) Contract and the Dwelling Lease. The owner is responsible for the following:

Performing all management and rental functions for the assisted unit, including selecting a Voucher holder to lease the unit, and deciding if the Family is suitable for tenancy of the unit;

Maintaining the unit in accordance with the Housing Quality Standards, including performing ordinary and extraordinary maintenance;

Family maintenance responsibilities: The Family is responsible for a breach of the Housing Quality Standards that is caused by any of the following:

The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;

The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or

Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).

Complying with equal opportunity requirements;

Preparing and furnishing to the Augusta Housing Authority information required under the Housing Assistance Payment Contract;

Collecting rent from the family:

Any security deposit.

The tenant contribution (the part of rent not covered by the Housing Assistance Payment).

Any charges for unit damage by the Family.

Enforcing tenant obligations under the Dwelling Lease;

Paying for utilities and services (unless paid by the family under the lease); and

Complying with provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person.

An owner may contract with any private or public entity to perform for a fee the services required by the above paragraph of this section; provided that such a contract shall not shift any of the owner's responsibilities or obligations.

TENANT SCREENING BY OWNER

The Augusta Housing Authority selects eligible Families for participation in the Section 8 Program in accordance with Federal regulations. The Augusta Housing Authority's selection of an applicant for participation in the Section 8 Program is not a representation by the Augusta Housing Authority to the owner concerning either the family's expected behavior as a tenant or its suitability as a tenant.

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before Augusta Housing Authority approval of the tenancy, the Augusta Housing Authority will inform the owner that screening and selection for tenancy is the responsibility of the owner. The owner is responsible for screening families based on their tenancy histories, including such factors as:

Payment of rent and utility bills;

Caring for a unit and premises;

Respecting the rights of other residents to the peaceful enjoyment of their housing;

Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and

Compliance with other essential conditions of tenancy.

If requested in writing, the Augusta Housing Authority will give the owner the family's current and prior address as shown in the Augusta Housing Authority's records; and the name and address (if known by the Augusta Housing Authority) of the landlord at the family's current and prior address.

HOUSING DISCRIMINATION

The Augusta Housing Authority will not provide assistance where the family alleges that illegal discrimination, on grounds of race, color, religion, sex, national origin, age, familial, or handicap is preventing them from finding a suitable unit. In this case, the Augusta Housing Authority will provide the family with a copy of the HUD-prescribe form for use in filing a housing discrimination complaint. If an owner violates the Fair Housing laws, the owner may be denied participation in the Section 8 Program and may have discrimination charges brought against him or her. It is in the owner's best interest to utilize the same method of screening and selection for all renters and to keep complete documentation.

REASONABLE ACCOMMODATION AND MODIFICATIONS

Owners cannot discriminate against families with disabilities and should be aware of their obligations to make reasonable modifications to the unit for such families, at the family's expense, as required for all persons with disabilities under the Fair Housing Act for the private rental market. To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following American with Disabilities Act (ADA) definition:

A physical or mental impairment that substantially limits one or more of the major life activities of an individual;

A record of such impairment; or

Being regarded as having such impairment.

REQUEST FOR TENACY APPROVAL

When a family has found a unit that they want to lease and the owner is willing to lease, the family shall submit to the Augusta Housing Authority a Request for Tenancy Approval (RFTA) signed by the owner of the unit and the family. The family must also submit a copy of the proposed Dwelling Lease.

The Augusta Housing Authority will review the proposed Dwelling Lease and the RFTA documents to determine whether or not they are approvable. The following items will be considered prior to approval:

The unit is an eligible type of housing;

The unit meets HUD's Housing Quality Standards;

The rent is reasonable;

The security deposit is approvable in accordance with any limitations outlined in this packet;

The proposed lease complies with HUD and Augusta Housing Authority requirements; and

The owner is approvable, and there are no conflicts of interest.

The Augusta Housing Authority will inspect the unit for compliance with the Housing Quality Standards (NSPIRE-V) as promptly as possible after the owner indicates the unit is ready for inspection. The owner must inspect the unit to ensure that all commonly failed items have been corrected prior to scheduling the Move in Inspection with the Augusta Housing Authority. It is also the owner's responsibility to make sure that all utilities are connected prior to the NSPIRE-V inspection.

If there are defects or deficiencies, which must be corrected for the unit to be decent, safe, and sanitary, the owner will be advised by the Augusta Housing Authority of the work required to be performed. Before a HAP Contract is executed, the unit must be re-inspected to verify the necessary work has been performed and that the unit is decent, safe, and sanitary. The Augusta Housing Authority will not enter a Housing Assistance Payment Contract until the unit has passed the NSPIRE-V inspection.

DISAPPROVAL OF RFTA

If the Augusta Housing Authority determines that the request cannot be approved, the owner and the family will be notified in writing. The Augusta Housing Authority will instruct the owner and family of the steps that are necessary to approve the request. The owner will need to submit an approvable RFTA within a reasonable time from the date of disapproval.

When a RFTA is not approved, the Augusta Housing Authority will consider issuing the family another RFTA form to the family so that the family can continue to search for eligible housing.

IMPORTANT — BEFORE MOVE-IN
If the owner allows a family to move into a unit prior to execution of a HAP Contract with the Augusta Housing Authority, the owner is doing so at his/her own risk. The Augusta Housing Authority will not be obligated to make a payment to the owner on behalf of the family during this period.

NEIGHBORHOOD ASSOCIATIONS

Owners should make Families aware of any neighborhood associations that may be established in the neighborhood in which his/her new family is moving. Neighborhood associations vary in their intent.

CHAPTER 03

DWELLING LEASE AGREEMENT & TERMINATIONS

CHAPTER FOCUS

Use an approved lease with the HUD Tenancy Addendum and follow required termination procedures.

In order for a family to receive assistance under the Section 8 Program, the family must execute a dwelling lease agreement with an owner who will participate in the program.

DWELLING LEASE AGREEMENT

If the Augusta Housing Authority determines that a unit which an eligible family wishes to lease is in decent, safe, and sanitary condition and that the rent is reasonable, the Augusta Housing Authority will notify the family and the owner that a lease can be executed between the two parties. Additionally, the Augusta Housing Authority will notify the owner that the Housing Assistance Payments (HAP) Contract is being prepared for execution between the Augusta Housing Authority and the owner.

The lease and the HAP Contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the Family.

The term of the dwelling lease shall begin on a date stated in the lease, and shall continue until:

A termination of the lease by the owner in accordance with the terms.

A termination of the lease by the family in accordance with the lease.

A mutual agreement between the owner and family to terminate the lease.

A termination of the HAP contract by the Augusta Housing Authority.

A termination of assistance for the family by the Augusta Housing Authority.

The family is not responsible for payment of the portion of the rent to owner covered by the housing assistance payments under the HAP Contract between the owner and the Augusta Housing Authority. The Augusta Housing Authority’s failure to pay the housing assistance payments to the owner is not a violation of the lease between the family and the owner.

During the terms of the dwelling lease agreement, the owner may not terminate the tenancy of the family for nonpayment of the Augusta Housing Authority housing assistance payment.

OFFER OF NEW DWELLING LEASE BY OWNER TO FAMILY

The owner may offer the family a new Dwelling Lease for execution by the family for a term beginning at any time after the initial term of the lease. The owner shall give the family written notice of the offer, with copy to the Augusta Housing Authority, at least thirty (30) days before the proposed commencement date of the new lease term. The offer may specify a reasonable time limit for acceptance by the family.

TERMINATION OF TENACY BY FAMILY: MOVES

The family may terminate the lease at any time without cause, after the term of the lease, in accordance with the Dwelling Lease provisions with a written notice by the family to the owner (with a copy to the Augusta Housing Authority).

TERMINATION OF TENACY BY OWNER

If the owner wishes to terminate the lease, the owner must provide proper notice as stated in the lease. During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.

During the term of the lease the owner may only evict for the following:

Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease;

Violations of federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises or any drug-related criminal activity on or near the premises; and

Other good cause.

During the initial term of the lease, the owner may not terminate the tenancy for “other good cause” unless the owner is terminating the tenancy because of something the family did or failed to do.

If the owner terminates a family’s lease, the owner must give the family a written notice that specifies the grounds for termination of tenancy. The notice of the grounds must be given at or before commencement of the eviction action. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. The owner must give the Augusta Housing Authority a copy of any owner eviction notice to the family. The owner may only evict the family from the unit by instituting a court action.

The owner must give the family and the Augusta Housing Authority a notice of HAP Contract termination if the owner terminates the tenancy for other good cause that is a business or economic reason or at the expiration of the HAP Contract.

The HAP Contract terminates when the owner in accordance with the lease terminates the lease. If the owner has commenced the eviction process against the family, and the family continues to reside in the unit, the Augusta Housing Authority shall continue to make housing assistance

payments to the owner in accordance with the HAP Contract until the owner has obtained a court judgment or other process allowing the owner to evict the family. The Augusta Housing Authority may continue such payments until the family moves from or is evicted from the unit.

EVIDENCE OF CRIMINAL ACTIVITY

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person if the owner determines they have engaged in the criminal activity regardless of arrest or conviction and without satisfying the standard of proof used for a criminal conviction.

TERMINATION OF TENANCY DECISIONS

If the law and regulation permit the owner to take an action but does not require action to be taken, the owner can decide whether to take the action. Relevant circumstances for consideration include the following:

The seriousness of the offense

The effect on the community

The extent of participation by household members

The effect on uninvolved household members

The demand for assisted housing by Families who will adhere to responsibilities

The extent to which leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action

The effect on the integrity of the program

EXCLUSION OF CULPABLE HOUSEHOLD MEMBER

The owner may require a tenant to exclude a household member in order to continue to reside in the assisted unit.

LEASE IN RELATIONS TO THE HAP CONTRACT

If the HAP Contract is terminated for any reason, the lease terminates automatically.

TENANCY ADDENDUM

The owner’s lease must include word-for-word all provisions of the U.S. Department of Housing and Urban Development (HUD) prescribed Tenancy Addendum. The family shall have the right to enforce the Tenancy Addendum against the owner, and the terms of the Tenancy Addendum shall prevail over any other provisions of the lease. The Augusta Housing Authority shall supply the HUD prescribed Tenancy Addendum form. A copy of the Tenancy Addendum is attached for guidance.

SECURITY DEPOSIT

The owner is not required to but may collect one security deposit from the tenant.

Security deposits charged to families may be any amount the owner wishes to charge, subject to the following condition: Security deposit charged by owners may not exceed those charged for unassisted tenants nor the maximum allowed under state or local law.

If a family vacates the contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on deposit, in accordance with the lease, as reimbursement for any unpaid Tenant Rent, damages to the unit, or other amount which the family owes under the lease. The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item.

If the family vacates the unit owing no rent or other amount under the lease consistent with state or local law or if such amount is less that the amount of the security deposit, the owner shall refund the full amount or the unused balance to the family.

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.

CHAPTER 04

HOUSING ASSISTANCE PAYMENTS CONTRACT

CHAPTER FOCUS

Understand when HAP begins, how payments are credited, and the owner's contract obligations.

The Housing Assistance Payment (HAP) Contract is a contract between the Augusta Housing Authority and an owner, in the form prescribed by the HUD. A copy of the HAP Contract is attached for review.

HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT

In the HAP Contract, the owner agrees to lease a unit to a specified eligible family and the Augusta Housing Authority agrees to make housing assistance payments under the Section 8 Program to the owner on behalf of the family.

The owner must credit the monthly housing assistance payment by the Augusta Housing Authority towards the monthly rent payable to the owner for the contract unit. The amount of the monthly housing assistance payments to the owner may not exceed the amount of the monthly Contract Rent as outlined in the lease. If the Augusta Housing Authority determines that the owner is not entitled to the housing assistance payment or any part of it, the Augusta Housing Authority, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract). The Augusta Housing Authority has no duty to pay the owner any balance of the monthly rent in excess of the housing assistance payment.

The HAP Contract will not be executed until the Augusta Housing Authority approves the unit and the lease has been executed.

HOUSING ASSISTANCE PAYMENTS TO OWNER

The Augusta Housing Authority will pay housing assistance payments to the owner for a unit under lease by an eligible family in accordance with the terms of the HAP Contract. The payment is the difference between the Rent To Owner (Contract Rent) and the Tenant Rent.

If an eligible family vacates the unit in violation of the lease, the owner will receive the housing assistance payment due under the contract for the month in which the family vacates the unit, as the unit remains vacant.

If the owner evicts an eligible family, the owner will not be entitled to any payment under this section unless the Augusta Housing Authority determines that the owner complied with all requirements concerning lease terminations, the contract, and all applicable state and local laws. If the owner evicts a tenant through the court system, the owner is entitled to payments from the Augusta Housing Authority as long as the tenant is physically in the housing unit.

CHAPTER 05

OWNER RENTS, RENT REASONABLENESS & PAYMENT STANDARDS

CHAPTER FOCUS

Know how payment standards, rent reasonableness, tenant share, and prohibited side payments work together.

This chapter discusses the different types of rent that are applicable to the Section 8 Program. It is important that owners understand the importance of each rent type and the affect they have on the family’s portion of the rent to owner and the Augusta Housing Authority’s portion to the Rent to Owner.

FAIR MARKET RENTS

Fair Market Rent (FMR) is the rent, including utilities (except telephone and cable), ranges and refrigerators, and all maintenance, management, and other services, which would be required to be paid in order to obtain privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. The FMR are established for each bedroom unit size in the jurisdiction. The U. S. Department of Housing and Urban Development (HUD) changes the Fair Market Rents and the changes are published in the Federal Register, usually on an annual basis. The FMR are used to help determine the Payment Standards (PS) for the jurisdiction.

PAYMENT STANDARDS

The Augusta Housing Authority uses the Payment Standard Schedule to determine the appropriate payment standard for a particular family, based on the family size and composition and the occupancy standards. The Payment Standards are established by the housing authority from the applicable Fair Market Rents for each bedroom unit size on the program. The Payment Standard is the maximum amount of housing assistance the Augusta Housing Authority will pay on behalf of the family.

RENT TO OWNER

The Rent to Owner is the total amount of rent specified in the HAP Contract as payable to the owner by the family and by the Augusta Housing Authority on the family’s behalf. A family should not make any other payment to the owner for rent than is specified by the Augusta Housing Authority.

The Augusta Housing Authority must demonstrate that the Rent to Owner is reasonable in comparison to rent for other comparable unassisted units. A limitation on rent to owner is the maximum rent standard at initial occupancy (24 CFR 982.508). At the time, a family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, if the gross rent for the unit exceeds the applicable payment standard for the family, the family share may not exceed 40 percent of the family's monthly adjusted income. During the initial term of the lease, the owner may not raise the amount of Rent to Owner.

GROSS RENTS

Gross rent is the total monthly cost of housing an eligible family, which is the sum of the Rent to Owner and any housing authority Utility Allowances. In the case of rental of only a manufactured home space, the gross rent also includes the family’s monthly payment to amortize the purchase price of the manufactured home.

RENT REASONABLENESS

The Augusta Housing Authority will not approve a lease until the Augusta Housing Authority determines that the initial Rent to Owner is a reasonable rent. The Rent to Owner for each unit must meet the following criteria:

Reasonable in relation to rents currently being charged for comparable units in the private unassisted market, taking into account the location, size, type, quality, amenities, facilities and management, and maintenance service of such unit.

Not in excess of rents currently being charged by the owner for comparable unassisted units in the premises. The owner must give the housing authority any information requested by the agency on rents charged by the owner for other units in the premises or elsewhere.

The Augusta Housing Authority must re-determine the reasonable rent before any increase in the rent to owner and in accordance with other HUD requirements. The Augusta Housing Authority may re-determine the reasonable rent at any time.

TENANT RENT

Tenant Rent is the amount payable monthly by the family as rent to the owner. Where the owner supplies all utilities (except telephone and cable) and other essential housing services, Tenant Rent equals Total Tenant Payment. Where the owner does not supply some services and the cost thereof is not included in the amount as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowances.

MAXIMUM INITIAL RENT BURDEN DETERMINATION

A Family may not pay more than forty percent (40%) of the adjusted monthly income toward the initial rent for a unit. This limit applies only at the time of initial leasing of a unit, not thereafter. This includes any move from one unit to another unit while under the program. However, this rule does not apply if the GROSS RENT (Rent to Owner plus the Utility Allowances) is less than or equal to the PAYMENT STANDARD. For example:

Annual Adjusted Income$15,000

Divided By 12 months$ 1,250

40% Limit1,250 X 40% = $500

According to this example, the maximum a family is allowed to pay towards rent is $500.00 per month for the initial leasing of the unit. A representative from the housing authority will make this calculation for the family when the family is either determined eligible for the Section 8 Program or when the family desires to move to a new unit. In addition, a representative from the housing authority will estimate a maximum rental amount a unit will contract for the family and this information will be given to the family at the time the Voucher is issued.

The owner should not allow the family to move into the housing unit until the Augusta Housing Authority has approved the unit and the lease and HAP Contract has been executed.

SIDE PAYMENTS

HUD has conveyed to the Augusta Housing Authority the serious concerns about violations of the Section 8 Housing Choice Voucher Program requirements. The HUD Office of Inspector General (IG) has identified cases of fraud by Public Housing Agencies (PHAs) and their employees, Owner/Agents/Managers, and tenants participating in the Section 8 Program.

In order for the Augusta Housing Authority to provide Section 8 housing assistance to as many needy families as possible, all participants in this HUD sponsored program must properly utilize government funds and follow departmental policy requirements. Incidences of fraud, willful misrepresentation, or intent to deceive with regard to the Section 8 Programs are criminal acts. If a landlord is suspected of committing any fraudulent actions, the Augusta Housing Authority is required to refer the matter to the proper authority for appropriate action. This could lead to an investigation of the allegation and could result in the landlord being accused of a federal crime. The Owner/Agent/Manager could also be terminated from participation in the program.

Some examples of fraud involving owners identified by the IG’s recent investigations include:

Requiring extra (side) payments in excess of the family’s share of the rent. Any payment in excess of the rent must receive prior approval from the Augusta Housing Authority.

Collecting assistance payments for units not occupied by Section 8 tenants.

Bribing Augusta Housing Authority employees to certify substandard units as standard.

Subsequently, if an owner, in agreement with the family, decides to collect payments from the family for such other items as a washer or dryer, the owner and family should enter into a formal written agreement concerning these additional payments.

In addition, the Augusta Housing Authority and HUD may send surveys families who are receiving Section 8 Housing Assistance requesting their assistance in preventing abuses of the program. The Augusta Housing Authority in conjunction with HUD will take any action warranted to ensure that cases of fraud are prevented or prosecuted by the appropriate authority.

The Augusta Housing Authority urges all owners to report any violations of the Section 8 Program. These violations should be reported immediately rather than continue non-compliance with program requirements. If you have any questions or know of any violations of fraud committed by another person, including Augusta Housing Authority employees, families, or owners, please contact the Assisted Housing Department at 724-5466 or you can submit an anonymous compliant through the Augusta Housing Authority’s website at www.augustapha.org.

CHAPTER 06

MAINTENANCE & UNIT INSPECTIONS

CHAPTER FOCUS

Maintain the unit continuously and prepare the property before every AHA inspection.

The owner must maintain the housing unit and premises in accordance with the Housing Quality Standards (NSPIRE-V) at all times. Maintenance and replacement must be in accordance with the standard practice for the building as established by the owner. See Chapter 7, Housing Quality Standards Requirements.

GENERAL MAINTENANCE

The owner shall provide all the services maintenance and utilities, which the owner agrees to provide under the HAP Contract and Lease Agreement, subject to termination of housing assistance payments or other applicable remedies if the owner fails to meet these obligations.

The Augusta Housing Authority strongly encourages the owner to inspect the site and neighborhood condition of the unit(s) at least once per month to determine if the lawn is being properly maintained as outlined by the local codes. The lawn should not contain high grass, junk cars, discarded appliances, debris, etc. If the Augusta Housing Authority staff notices or receives notification that assisted units are not being properly maintained, the owner will receive a Special Inspection letter from the Augusta Housing Authority requiring that the owner clean up the lawn.

The owner should also complete an interior inspection of the unit prior to the Augusta Housing Authority conducting their inspections. This practice would allow the owner to know the condition of the unit(s) prior to receiving the NSPIRE-V Report. The owner should have their list generated and begin repairs before the Augusta Housing Authority arrives to the assisted units. The NSPIRE-V Report should only serve as a supplement to the owner's list. The Augusta Housing Authority's goal is to ensure that the subsidized units meet the minimum requirements as outlined by HUD as well as state and local policies.

INITIAL INSPECTION (Move in Inspection)

The Augusta Housing Authority will conduct an initial inspection upon each housing unit when an owner decides to participate in the Section 8 Program. The owner should inspect and correct all deficiencies before the unit is presented to the Augusta Housing Authority for inspection. This will prevent delays in the unit passing the Move in Inspection. If the unit meets NSPIRE-V, the owner will receive a "Pass" status letter from the Augusta Housing Authority. Accordingly, if the unit does not meet NSPIRE-V, the owner will be notified in writing of the deficiencies that should be corrected. If it is determined that the owner has not completed several commonly failed items, the Augusta Housing Authority will send the owner a "Fail" status letter with a general deficiency item that requires the owner to repair or replace all deficiencies throughout the entire unit including plumbing, electrical, walls, flooring, windows, smoke alarms, ceilings, roof, exterior surfaces, yards, etc. Furthermore, if it is determined that the owner has made a reasonable effort to ensure that the unit is move in ready and there are still deficiency items, the Augusta Housing Authority will send the owner a "Fail" status letter containing a list of specific items that must be corrected.

The owner should contact the Augusta Housing Authority when the deficiencies have been corrected in order to schedule a re-inspection of the unit. The unit will pass inspection only after the deficiencies are corrected and verified.

ANNUAL/BIENNIAL INSPECTION

The Augusta Housing Authority will generally inspect the dwelling unit leased to the family within 12 months of the last inspection to ensure that the owner is meeting the obligation to maintain the unit in decent, safe, and sanitary conditions and to provide the agreed upon utilities and other services. In addition, the Augusta Housing Authority will allow certain units to receive a Biennial Inspection when units meet the Biennial Inspection criteria.

SPECIAL INSPECTIONS

In addition to the initial, annual/biennial inspections, the Augusta Housing Authority will inspect the dwelling unit leased to the family at such other times as may be necessary to ensure that the owner is meeting the obligation to maintain the unit in decent, safe, and sanitary condition and to provide the agreed upon utilities and other services. The Augusta Housing Authority will take into account complaints from the family, owner and/or any other information coming to its attention in scheduling special inspections.

If the owner fails to maintain a dwelling unit in decent, safe, and sanitary condition, the Augusta Housing Authority may exercise any of its rights and remedies under the HAP Contract, including termination of the housing assistance payments (even if the family continues in occupancy) and termination of the Contract. If the Augusta Housing Authority decides to terminate the HAP Contract, and the family wants to move to another dwelling unit with continued assistance under the Section 8 Program, the Augusta Housing Authority will issue another Voucher to the family (unless the Augusta Housing Authority denies the issuance of the Voucher because the family has violated a family obligation).

QUALITY CONTROL INSPECTIONS

HUD requires an Augusta Housing Authority supervisor or other qualified person to conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the NSPIRE-V guidance.

The unit sample must include only units that have been inspected within the preceding 3 months. The selected sample will include (1) each type of inspection (initial, annual/biennial, and special), (2) inspections completed by each inspector, and (3) units from a cross-section of neighborhoods.

RE-INSPECTIONS

If the Augusta Housing Authority determines that the unit does not meet NSPIRE-V at the annual/biennial and special inspections, the Augusta Housing Authority will notify the owner in writing and provide a reasonable amount of time to make repairs. If the repairs are not made within the prescribed time period, the Augusta Housing Authority may abate payments to the owner. The tenant is required to pay only their portion of the rent if the Augusta Housing Authority abates the HAP.

PRIMARY ACCESS TO NSPIRE-V INSPECTION RESULTS

Because of delays in owners receiving the Augusta Housing Authority’s NSPIRE-V Report, owners must receive the inspection results from the Landlord Portal. This Landlord Portal will serve as the primary source to receive the inspection results. Generally, the inspection results will be in the system within 24 hours of the inspection. The Augusta Housing Authority strongly encourages you to view the report and make a concerted effort to make the required repairs. If there is a delay in completing the repairs, you can submit a written NSPIRE-V extension request at least five (5) days before the scheduled reinspection. The form is located on the Augusta Housing Authority’s website. The request must state the reason(s) for the request and the number of additional days requested. The Augusta Housing Authority will consider the request and respond accordingly based on the policies.

CHAPTER 7NATIONAL STANDARDS FOR THE PHYSICAL INSPECTION OF REAL ESTATE (NSPIRE-V) REQUIREMENTS

Updated for Housing Choice Voucher (HCV) and Project-Based Voucher (PBV) Inspections

HUD’s National Standards for the Physical Inspection of Real Estate for voucher programs (NSPIRE-V) establish health, safety, functional, and habitability requirements for assisted housing. The Augusta Housing Authority (AHA) uses the applicable HUD inspection standards and procedures in effect for its HCV and PBV programs. Owners are responsible for maintaining assisted units and premises in compliance with applicable standards throughout the assisted tenancy, preparing units for inspection, providing access, and completing required corrections within the prescribed timeframe.

A. NSPIRE-V INSPECTION APPROACH

NSPIRE-V places greater emphasis on conditions that directly affect resident health and safety and on whether housing components are safe and function as intended. Inspection findings may apply to the Unit, Inside areas, and Outside areas, as applicable to the property and the specific NSPIRE standard.

Unit – the dwelling unit occupied or proposed for occupancy by the assisted family.

Inside – common or shared interior areas, when applicable.

Outside – building exterior, site, grounds, and exterior components, when applicable.

B. DEFICIENCY CLASSIFICATIONS AND CORRECTION TIMEFRAMES

NSPIRE-V deficiencies are classified according to health and safety risk. For HCV/PBV inspections, the HUD checklist identifies the following pass/fail treatment and correction timeframes:

Some deficiencies are marked with an asterisk (*) because they relate to HUD affirmative habitability requirements. Owners should correct all cited deficiencies as directed by AHA and should not rely solely on the classification label when determining what work is necessary.

C. KEY NSPIRE-V STANDARDS OWNERS SHOULD REVIEW BEFORE INSPECTION

Smoke and Carbon Monoxide Alarms: Required alarms must be present in required locations, unobstructed, and operational when tested. Missing or nonfunctioning required smoke or carbon monoxide alarms are life-threatening deficiencies.

Egress and Fire Safety: Means of egress, rescue openings, and fire escape access must not be obstructed. Required fire-labeled doors and fire-safety components must function as required.

Electrical Safety: Electrical conductors, outlets, switches, service panels, GFCI/AFCI protection where required, and minimum electrical/lighting components must be safe and functional. Exposed conductors and certain damaged electrical conditions are life-threatening.

Heating, Ventilation, and Air Conditioning: Required heating must be safe and operational. Seasonal temperature requirements apply. Unvented gas, oil, or kerosene space heaters and unsafe fuel-burning appliance conditions may be life-threatening.

Water, Plumbing, and Sanitation: The unit must have safe water service, functional plumbing, hot water, operable sanitary facilities, and no serious sewage, gas/oil, or plumbing hazards.

Kitchen and Food Storage: Required food preparation and storage space, a primary cooking appliance, refrigerator, and kitchen sink must be present and functional as required by the applicable standard.

Bathroom and Personal Hygiene: A usable toilet, bathtub or shower, sink, privacy, hot and cold water, and adequate ventilation/dehumidification must be provided as required.

Doors and Windows: Entry doors must open, close, secure, and protect the unit. Windows must function as required and provide security and egress where applicable.

Structural and Fall Hazards: Floors, ceilings, walls, foundations, stairs, guardrails, handrails, sidewalks, walkways, ramps, roofs, and other structural components must be free of applicable hazards and function as required.

Mold, Moisture, Infestation, and Environmental Conditions: Owners must address water intrusion, plumbing leaks, mold-like substances, elevated moisture, pest infestation, litter, and other environmental conditions based on the severity and location of the deficiency.

Lead-Based Paint: Properties subject to HUD lead-based paint requirements must comply with applicable visual assessment, lead-safe work practice, clearance, notification, and correction requirements.

D. AFFIRMATIVE HABITABILITY REQUIREMENTS

NSPIRE includes affirmative requirements intended to ensure basic habitability and safety. Depending on the standard and location, these include requirements such as food preparation and storage space, a primary cooking appliance, refrigerator, kitchen sink, sanitary facilities that can be used in private, required lighting and electrical service, smoke and carbon monoxide alarms, guardrails, and a safe permanent heating source. Owners should review the current HUD NSPIRE-V checklist before presenting a unit for inspection.

E. INSPECTION RESULTS AND OWNER RESPONSIBILITIES

A unit with one or more applicable Life-Threatening, Severe, or Moderate deficiencies is a failed inspection unless otherwise provided by HUD requirements.

Life-Threatening deficiencies must be corrected within 24 hours.

Severe and Moderate deficiencies must be corrected within 30 days, unless a shorter period is required by AHA, HUD, or another applicable law or requirement.

Owners must promptly correct deficiencies, provide documentation when requested, and permit verification of repairs.

Low deficiencies do not cause the HCV/PBV inspection to fail under the referenced checklist, but owners remain responsible for maintaining the property and complying with the lease, HAP Contract, HUD requirements, and state/local codes.

Failure to correct owner-responsible deficiencies within the required timeframe may result in enforcement under the HAP Contract, including abatement, suspension or termination of housing assistance payments, and/or termination of the HAP Contract, as applicable.

F. REINSPECTION AND VERIFICATION OF CORRECTIONS

AHA may verify correction of deficiencies through reinspection and/or other HUD-authorized verification methods, as applicable. Owners should retain invoices, receipts, work orders, permits, certifications, and other reliable documentation showing when and how repairs were completed. Photographs may support documentation but do not, by themselves, establish that every inspection deficiency has been corrected or that a unit passes inspection when physical verification or other documentation is required.

G. OWNER PRE-INSPECTION CHECK

Before an AHA inspection, owners are strongly encouraged to inspect the entire unit and applicable property areas, including:

Smoke and carbon monoxide alarms; egress routes and rescue openings; entry and fire doors;

Electrical outlets, switches, exposed wiring, GFCI/AFCI protection, panels, and lighting;

Heating systems, fuel-burning appliances, dryer ventilation, water heaters, and gas/oil lines;

Plumbing, hot and cold water, drains, sewage systems, sinks, toilets, tubs, and showers;

Cooking appliances, refrigerators, food preparation and storage areas;

Windows, walls, ceilings, floors, stairs, handrails, guardrails, porches, walkways, roofs, and foundations;

Leaks, moisture, mold-like substances, pests, trash/debris, and site hazards;

Lead-based paint conditions for properties subject to HUD lead requirements.

H. IMPORTANT NOTE

NSPIRE standards and HUD administrative procedures may be revised. The current HUD NSPIRE standards, HCV/PBV inspection requirements, AHA Administrative Plan, HAP Contract, and applicable federal, state, and local law control if there is any conflict with this briefing packet.

OWNER TIP

Do not wait for the AHA inspection to identify needed repairs. A unit should be fully inspected by the owner or manager and ready to meet applicable NSPIRE-V requirements before it is presented for inspection.

Chapter 8 CONCLUSION

The preceding chapters describe many of the rules as they apply to the Section 8 Program of the Augusta Housing Authority. However, the regulations published by HUD outline the specific rules and regulations in detail. If any information cited in this Briefing Packet For Owners contradicts the Augusta Housing Authority’s Administrative Plan or federal regulations published by HUD, the HUD regulations and Augusta Housing Authority Administrative Plan shall govern.

Becoming familiar with the Section 8 Program is a wise decision for an owner interesting in participating in the Augusta Housing Authority’s Section 8 Program. Benefits of the Section 8 Program are quite evident when there are positive relationships among the owner, family and Augusta Housing Authority. The Augusta Housing Authority’s staff is eager to develop and maintain positive working relationships with each of our partners.