

ENFIELD HOUSING AUTHORITY
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SECTION 8 PROGRAM INFORMATION BOOKLET
FOR
PROPERTY OWNERS & MANAGERS



This booklet contains important information about the responsibilities of Owners, Tenants and the Enfield Housing Authority (EHA) under the Section 8 Program. The rules and regulations under which the EHA must administer the Section 8 Program are detailed and often confusing. We encourage you to read the following information carefully. Clear understanding of the roles and responsibilities helps to avoid misunderstandings and delayed housing assistance payments (HAP). If you have any questions, please contact the Section 8 Coordinator at 860-745-7493.

OVERVIEW OF TENANT BASED SECTION 8 PROGRAM

The Section 8 Program uses federal funds from the U.S. Department of Housing and Urban Development (HUD) to provide rental assistance to low income families and individuals. The program enables families and individuals to obtain decent, safe and sanitary housing at an affordable amount based on their family income. Participants are counseled on Fair Housing Laws and their rights and responsibilities in the Owner/Tenant relationship. Participants on Section 8 seek housing that fits their needs in the private rental market and they pay a portion of the monthly rent based on their income. EHA pays the remaining portion of the rent directly to the landlord in the form of a housing assistance payment (HAP) on or about the first of every month.

The regulations for the Section 8 Program are written and universally enforced by HUD. This booklet provides important information that you as an Owner, or property manager, need to know before the EHA can disburse HAP on behalf of a Participant who rents a unit from you.

POLICY ON PROVIDING INFORMATION ABOUT PARTICIPATION

It is the responsibility of the Owner, not the EHA, to interview the Tenant, check the Tenant's references, and to ensure in the same manner as with any other tenant, that the Tenant meets normal suitability standards. Upon written request only, the EHA will provide the Owner with the following information:

- The family's current address, as shown in our records, and
- The name and address, if known, of the landlord at the Tenant's current and prior address

The EHA cannot provide the Owner with other information about the family nor do the EHA's provisions of the above information in any way constitute a reference. The selection of a family for participation in the Section 8 Program is not a representation by the EHA about the family's expected behavior or suitable for tenancy. Determination of tenant suitability is the responsibility of the Owner. Owners are permitted and encouraged to screen families on the basis of their tenant histories and in compliance with all relevant fair housing laws.

Owners may consider tenant background with respect to such factors as:

- Payment of rent and utility bills
- How the Tenant maintains their unit and the premises
- How well the Tenant respects the rights of others regarding the peaceful enjoyment of the premises
- Drug related or other criminal activity, past arrests and/or convictions
- Compliance with other essential conditions of tenancy as specified in the lease

IMPORTANT PROGRAM REQUIREMENTS

Prohibition on the Relationship Between Tenant and Owner: The EHA must not approve a unit if the Owner is the parent, child, grandparent, grandchild, sister or brother or any member of the tenant family, unless the EHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

Criminal Background Checks: The EHA currently does a criminal background check for all adult applicants. This information is only used for the purpose of determining eligibility for federal housing programs. **A finding by the EHA that does not prevent**

eligibility DOES NOT mean that the individual has no arrests or convictions. It means ONLY that whatever is discovered while performing the criminal background check does not meet the threshold criteria for DENIAL, or that the EHA has “waived” a negative finding based upon mitigating circumstances specific to the individual.

Request for Tenancy Approval, Lease, HUD Required Lease Addendum and Contract Information: To begin the process of leasing to a Section 8 Participant, an Owner, or authorized property agent, and the Section 8 Participant must complete a Moving Packet and a Request for Tenancy Approval (RFTA) form. The RFTA identifies the address of the property, the type of utilities supplied to the unit, age and size of unit, cost of unit, date of availability, etc. The Owner, or property agent, should then attach a copy of the landlord’s lease to the RFTA along with proof of ownership. Once this information is received by the EHA, staff will review the rental fee to determine rent reasonableness and affordability for the family. Once the unit is determined affordable for the family, the housing inspector will contact the Owner, or agent, to arrange for an inspection.

In order to begin HAP there must be a passed unit inspection, a unit lease, completed Moving Packet and an executed HAP Contract. The Owner must submit the same lease used by his or her other tenants. If the Owner does not currently have his/her own lease they are encouraged to obtain one. The EHA cannot make any payments to an Owner until these agreements have been signed and returned to the Section 8 Office. The provisions of the landlord lease, along with the HUD required tenancy addendum and the HAP Contract take effect after the unit passes inspection and they are contingent upon other program requirements being met, as stated below.

The initial lease must be for a one-year period of time. After the first year, the lease, HUD required tenancy addendum and the HAP Contract are self-renewing. However, they can be terminated at any time by a mutual agreement signed by both the Owner and the Tenant. Termination of the lease between the Owner and the Tenant has the effect of also terminating the HAP Contract.

If any member of a participating household engages in illegal drug or violent criminal activity, this can result in termination of HAP for the family. It is also the responsibility of the Owner to provide a unit in a safe and drug free building. Failure by the Owner to take corrective action to ensure a safe and drug free building can result in termination of the HAP Contract with the Owner.

Any lease provisions that are not adhered to by the Tenant must be handled by the **Owner**. The EHA will not get involved with leasing issues.

Security Deposit and Damages: It is the Tenant's responsibility to pay security deposit and the Owner can require up to one month's rent as security deposit. In addition, the Tenant is responsible for any damages, beyond normal wear and tear, done to the unit or premises by the Tenant's household members and/or guests.

Rent Determinations: Under the Section 8 Program, initial rents are reviewed by the EHA to assure that they are "rent reasonable". This process involves Owner certification that the rent that he/she requested is not more than what is charged for comparable unassisted units under his/her ownership. The EHA unit inspection assumes a critical role in the agency's determination of rent reasonableness. Additional factors involved in this determination include overall condition of the property and of the specific unit, quality and timeliness of repairs, significant site or neighborhood characteristics and rents being charged for comparable units in the same geographic area.

Annual rent increases are not guaranteed and they are based upon EHA's evaluation of the current rental market as well as significant improvements made to the property. Rent increases must be requested by submitting a Rent Reasonableness Survey to the Section 8 Office at least sixty (60) days prior to the end of the HAP Contract.

It is the responsibility of the Owner/Landlord to submit this request within the allotted timeframe and to notify the Tenant of the increase in rent. It is not the responsibility of the Section 8 office to remind Owners/Landlords to submit the request.

If you are a new Owner who recently purchased a property with Section 8 Tenants, you will find the recertification date on the paperwork you receive from the previous Owner. If you do not receive the paperwork from the previous Owner, you may contact the Section 8 Office to obtain a copy.

Please be advised that each time you sign and cash a check from the EHA Section 8 Office, you are stating that your unit is in full compliance with the Housing Quality Standards (HQS), and that there are no additional unreported household members residing in the unit. It is the responsibility of the Owner/Landlord to know who is residing in the unit.

PROPERTY INSPECTIONS

The housing unit must be in compliance with HUD Housing Quality Standards (HQS). Although there are some variations and situations where HQS is minimal in comparison, they are similar to the requirements of the Connecticut State Sanitary Code. Some of the more important requirements are as follows:

Lead Paint: If the structure was built prior to 1978 and the unit will be occupied by a family with a child, or children, under the age of six, a valid Letter of Lead Compliance (LOLC) issued by a licensed lead inspector must be submitted to the EHA. If the age of the building is unknown and questionable, a copy of the building permit or deed will be an acceptable proof of the age of the building. If defective paint is cited subsequent to the issuance of an LOLC, the Owner must correct the condition in accordance with Connecticut Lead Law and obtain any required letters of maintained or restored compliance. The EHA will pass the inspection once repairs have been corrected; however, this in no way implies that the EHA has been assured that the Owner has corrected the defects in accordance with the law.

Appliances: HUD requires that any Owner supplied appliance be in good repair and safe working condition. The Owner is not responsible for maintaining or repairing appliances that are Tenant supplied or for assuming obligations for Tenant paid utilities if the Tenant's failure to pay monthly bills results in loss of service.

Basements: The inspector **MUST** have access to the basement and to all common interior and exterior areas in addition to the unit itself. The unit cannot pass inspection until the entire property has been inspected and free of program violations.

Quality of Maintenance and Repairs: Inspectors are often very familiar with the properties they inspect as a result of experience with Owners and Tenants over time. It is important for Owners, their agents and maintenance personnel to understand that repairs must be made in accordance with generally acceptable standards. Chronically substandard repairs will not be accepted and may lead to termination of the HAP Contract if the inspector determines that the property has become marginal or if after receiving notification of this, the Owner has made no reasonable efforts to improve overall property conditions within a reasonable period of time.

Tenant Contribution to Unit Failure: HAP to the Owner will not be withheld due to any of the following Tenant caused HQS violations:

- Damages caused by the family or guest that results in an inspection violation

- Failure to pay Tenant supplied utilities
- Failure to maintain Tenant supplied appliances

The inspector will use their best judgement in making a determination as to whether or not the failed inspection item is Tenant caused. Some items will remain the Owner's responsibility if the inspector determines that the original quality or repair was inadequate or if the condition is too hazardous for the Tenant to attempt repair.

If the Tenant fails to correct violations that have been cited by the inspector as Tenant caused, their participation in the program may be terminated. Termination of the family's participation will result in termination of the HAP to the Owner; however, this action does NOT end the Tenant's lease obligation. The Tenant can remain in possession of the unit with full rent responsibility for as long as the Owner chooses to rent to the Tenant or to legally terminate the lease. It is in the Owner's best interest to work with the Tenant to make sure all violations, whether or not Tenant caused, are repaired in a timely manner.

If the property meets the requirements of the Connecticut State Sanitary Code it will also meet inspection HQS requirements. The following violations are those most frequently cited during inspection. **This is not a complete list and it is meant only as a guide to assist you in preparing your unit for inspection.**

- All fuel fired heating or hot water systems must be properly vented into a chimney or through an exterior wall. Vent openings must be completely sealed with intact mortar. To prevent leakage of fumes back into the building, the chimney must not have any other open holes above the vent.
- Excessive garbage and rubbish on the premises may be cited as a sanitary violation. Excessive rubbish on adjoining property, if there is no fence, may be cited as well. Tenant's failure to properly bag and store rubbish will only be cited in 1, 2 or 3 family dwellings when it is clear that the specific Tenant is responsible.
- At least one smoke detector is required at each level inside a unit and one per common hallway. If the smoke detector has been pulled away from the ceiling or is missing a battery it will fail. If the smoke detector does not work when the inspector tests it the unit will fail. It is unfortunately quite common for a Tenant to remove the batteries or disconnect smoke detectors. The violation may be cited as a Tenant caused violation; however, this does not solve the problem of the unit not having adequate protection in case of fire. Under the State Sanitary

Code, the Owner is responsible for maintaining working smoke detectors regardless of Tenant actions.

- Excessive peeling, chipping and loose paint (regardless of possible lead content) after a LOLC has been issued will cause the unit to fail if there is a child under six years of age living in the unit. The Owner will be required to correct defective paint in accordance with Connecticut Lead Law and may be required to submit a Certificate of Maintained or Restored Compliance.
- Poor weather tightness of doors and windows will cause a unit to fail. Window glazing should adhere to pane and sash. Cracks that allow cold air to enter the unit or that pose an imminent hazard will fail.
- Deteriorating asbestos on steam pipes, boilers, etc. must be corrected. Do not attempt to remove or seal asbestos yourself. All applicable laws should be followed when handling asbestos.
- Missing or loose electrical plates and junction box covers are an electrical hazard. Cover or remove junction boxes not in use. Permanent use of extension cords on appliances, Tenant rigged wiring, loose or faulty fixtures or wiring running under rugs or other flooring is also considered hazardous.
- Faulty or missing window locks, sash cords or other window control devices will fail. At least one intact screen per room is required.
- Unused washer stand-pipes must be capped, even when a trap is present. All drain and vent pipes should be sound, properly connected and without leaks.
- Bulkhead/hatch doors that lead to the basement must be weather tight and secure against unwanted entry. If tenants regularly use the hatchway and there are four or more risers, there must be a handrail.
- All stairways, including porch/stoop stairs, must have a railing when there are four or more risers. Basement stairs must have a handrail.
- Tubs and sinks must be caulked properly and faucets should not leak from the base or trap area.
- Owner installed appliances, or other optional equipment, usually adds to the value of the unit and is consideration in rent determination; however, all such appliances or equipment that the Owner provides at the initial lease up must be maintained by the Owner during the tenancy. If an optional appliance or piece of equipment is NOT working at the time of the initial lease up, in order to pass the inspection it must be repaired or removed from the unit.
- Porches, decks and exterior stair landings that are over 30" from the ground must have a protective railing at least 36" high around the entire perimeter. Railing spaces must be less than 6" if there are children under the age of six. Horizontal railings may fail if the height of the deck and the spacing between the railings is

such that a child using the railings as a “ladder” could fall and sustain serious injury.

- The heating season is from September 19-June 15. Owners must provide heat, or facilities for heating, to maintain interior temperatures at no less than 68 degrees from 7:00 AM to 11:00 PM and 64 degrees from 11:00 PM to 7:00 AM. All property Owners are encouraged to have their gas and or oil fired heating systems serviced and cleaned on an annual basis. If the inspector has concerns about the safety of the heating system, it may be required that the Owner provide a current receipt of the service provided.

FINAL PROGRAM SUMMARY

Our goal is to facilitate and maintain clear communication and understanding between Section 8 Participants, Owners/Agents and our office. If you have any questions, please contact the Section 8 Coordinator at 860-745-7493. Our office hours are 8:00 AM to 12:00 PM and 1:00 PM to 4:30 PM Monday through Friday (excluding holidays).

In addition, the EHA offers a free rental listing service for vacant units that Owners may wish to advertise. If interested, please remember to include: your name and contact information, the address of the unit, bedroom size, rent amount and what utilities are/aren't included.

We look forward to your participation as an Owner in the Section 8 Program!