



OWNER/MANAGER HANDBOOK

Washington County Community Development Agency Rental Assistance Programs

Washington County Community Development Agency
7645 Currell Blvd., Woodbury, MN 55125

Mission of the CDA

Through innovation, the Washington County Community Development Agency promotes community and economic development, and provides and maintains affordable, decent and safe housing opportunities in Washington County.

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WELCOME!

Thank you for participating with the Washington County Community Development Agency (CDA) Rental Assistance Programs. This packet will provide answers to your questions regarding how the programs work, obligations of the household, CDA and owner/manager along with helpful resources.

The rental assistance programs offered by the CDA assist eligible families and individual with their housing needs throughout all of Washington County. Participants have the flexibility to choose private market rental housing that best meets their needs. Providing rental assistance for a unit takes collaboration from the household, the owner/manager and the CDA staff. The information provided in this handbook is meant as general guidance for owner/managers and was taken from various documents. It is not a substitute for legal advice, and it is not a contract.

If at any time during the rental process you have questions, please contact a Rental Assistance Specialist for help.

Benefits of Being an Owner/manager with Rental Assistance Programs

Over the years the CDA has worked with many owners/managers that have come to appreciate the benefits of working with rental assistance programs.

Program benefits include:

- ❖ Contracted monthly assistance payments that are on time and guaranteed even during times of national emergencies or business disruptions such as a pandemic.
- ❖ If the household has a decrease in income, the household rent portion can be lowered and the CDA can increase the assistance assuring the full rent is covered.
- ❖ Free property inspections to help owner/managers maintain their property.
- ❖ There is minimal paperwork for the owner/manager. Owners/managers use their own lease and screening process for household selection.
- ❖ Free advertising for property. CDA maintains a listing of available rental units in the county and distributes to households looking for a new home.

CDA RENTAL ASSISTANCE PROGRAMS

Rental Assistance Programs administered through the Washington County CDA provide income eligible participants with the ability to rent decent, safe, sanitary and affordable units. Each rental assistance program has certain requirements for eligibility but for all programs, the CDA pays a monthly subsidy on behalf of the household based on income.

The Washington County CDA administers the following programs:

Housing Choice Voucher/Section 8:	Rental assistance only
Veterans Affairs Supportive Housing (VASH)	Rental assistance for veterans with case management services
Family Unification Program	Rental assistance for families with short term case management services
Bridges:	Rental assistance with case management services
Shelter Plus Care:	Rental assistance with case management services
Mainstream	Rental assistance for families who have an individual who is between ages 18-62 and who is disabled.

FOR YOUR INFORMATION: *Although the name of our agency is the Washington County CDA, we are not part of County government. Therefore, we are not connected with the County Economic Assistance Office, (TANF, SNAP, and Medical Assistance Programs, etc.) We do not openly share information with the County offices, nor do County offices automatically share information with the CDA.*

HOW RENTAL ASSISTANCE PROGRAMS WORK:

Renting to a Person with Rental Assistance

An owner/manager participating in a rental assistance program maintains the same relationship with the household as they have with a household not receiving assistance.

If you accept rental assistance:

- Advertise your vacancy and include you accept rental assistance and/or Section 8. You may wish to advertise your vacancy through Housing Link, a free service where you can post vacancies and find owner/manager resources. Go to www.housinglink.org or call 612-522-2500 for more information.
- If an applicant for your unit indicates they receive rental assistance, it is the responsibility of the owner/manager to screen the household for suitability of tenancy. The CDA only screens a household for program eligibility.
- If an assisted household is approved by the owner/manager for residency, the owner/manager must complete a Request for Tenancy Approval (RFTA) form provided by the household.

The CDA will provide the following information on the RFTA form if known:

- The prospective household's current address.
- The prospective household's current owner/manager and address.
- The prospective household's prior owner/manager and address.

The RFTA is very important. A RFTA is needed for the CDA to determine if the unit is affordable for the household and to set up rental assistance on a unit. The RFTA also indicates to the CDA the owner/manager is willing to enter a Housing Assistance Payments (HAP) Contract.

REMEMBER *With all rental assistance programs it is illegal for the household and the owner/manager to make arrangements for additional payments that have not been approved by the CDA (side payments). This is considered fraud and there are penalties and fines under federal law for fraud.*

The CDA requests the RFTA be submitted by the 15th of the month to allow time to:

- Approve unit.
- Set up inspection.
- Complete rent determination and execute contract.

If a RFTA is submitted after the 15th of the month, the rental assistance will not start until the 1st of the following month. **THE CDA CANNOT START PAYING RENTAL ASSISTANCE ON A UNIT UNTIL THE RFTA IS APPROVED AND THE UNIT HAS PASSED INSPECTION.**

The RFTA describes:

- The type, age and location of the rental unit.
- Rent and security deposit amount. Garage fees must be included on the RFTA. If the garage is optional, the fee is not included in the rental assistance and is the responsibility of the household.
- Utilities the household must pay. All utilities that the household is required to pay in the lease must be separately metered, reflect only the household's usage, and in the household's

- name.
 - Rent on similar units to ensure that the assisted household is not paying more than other unassisted units.
 - Provides owner/manager contact information.
- Once the unit has been approved, the CDA will schedule the inspection. A letter with the date and time of the inspection will be sent to the owner/manager. **No payments can be made on a unit until it passes inspection. If the unit passes inspection after the first of the month the rent will be pro-rated.**

HOW THE CDA DETERMINES AFFORDABILITY AND UNIT SIZE

Payment Standards

The Housing Choice Voucher/Section 8 Program and several other rental assistance programs use a "Payment Standard" which reflects the cost of housing and utilities for this area. The Payment Standard is used to determine the maximum subsidy amount. If the gross rent (contract rent plus the cost of utilities that the household must pay) is below the payment standard then generally the subsidy (the amount paid to the owner by the CDA), is the Payment Standard minus 30% of the household's adjusted monthly income.

Occupancy/Subsidy Standards

The CDA signs a voucher with the eligible household. The voucher states that the household participates in the rental assistance program.

The CDA will determine the appropriate Voucher size by applying the following criteria:

1. The bedroom size assigned should not require more than two persons to occupy the same bedroom.
2. The first bedroom will be assigned to the Head of Household and one other adult household member.
3. Minor children of the opposite gender will be issued a separate bedroom at the age of 10.
4. An adult and minor child of the same gender will be issued one bedroom.
5. Live-in Aides will be allocated a separate bedroom. No additional bedrooms are provided for the live-in aide's family.
6. Single person families will be allocated one bedroom

The regulations provide that a household may rent a unit with more bedrooms than stated on the voucher. The household's subsidy will be based on the applicable payment standard that has been assigned to the household. The unit must still meet affordability factors and must still be reasonable compared to other units in the area.

If a family rents a unit with fewer bedrooms, it must comply with the Housing Quality Standards (HQS) requirements (not more than 2 persons per living/sleeping room). The subsidy will be based on the unit size

HOUSING ASSISTANCE PAYMENT (HAP)

Contract and Lease

- **HAP Contract:** a contract is between the CDA and the owner/manager. The contract is the agreement by the CDA to pay rent on a specific unit on behalf of the assisted household and delineates the responsibilities of the owner/manager.

If the household commits fraud or in some way violates their obligations under the rental assistance program, the HAP contract will terminate, and the household will be responsible for the entire rent. The CDA will provide the owner/manager with notice if the household has been terminated from the rental assistance program.

HAP contracts may also end when the household's income increases to the point that the CDA payment is no longer necessary. The HAP contract automatically terminates 180 calendar days after the last assistance payment is made to the owner.

Lease: is the contractual agreement between the owner/manager and the assisted household to pay rent and occupy a specific unit. The Lease and HAP contract runs concurrently and terminates when the lease terminates.

Do not change the terms of the lease—such as changing the responsibility for utilities--- without providing the CDA a 60-day written notice prior to the effective date of the proposed changes. Changing the terms of the lease without informing the CDA would be fraud and could be penalized under federal statutes.

The start and end dates of the HAP Contract between the CDA and the owner and of the lease must match. The earliest that the lease and HAP contract can start is the first day that the unit passes inspection. The lease and the HAP contract must start on the same day. The HAP contract cannot start until the unit passes inspection. The HAP contract prevails over the lease when there is a conflict between the lease and the HAP contract

Release of Payment

Payments cannot be issued until the following information has been supplied:

1. Signed copy of the lease and HAP Contract has been returned to the CDA office.
2. The Unit has passed inspection.
3. New owner/managers will need to supply the CDA with tax information for a 1099 end of year statement.
4. Rent payments are made by direct deposit. Owner/managers will need to supply the CDA with bank account routing information and an email address for notification of deposits.

INSPECTIONS

The unit must meet Housing Quality Standards (HQS) determined by HUD. The booklet “A Good Place to Live”, describes general aspects of the unit that must be inspected for general compliance with HQS. The contract and lease cannot start until the unit passes inspection. If the household moves in before the inspection, the lease start date must reflect a start date on or later than the date the unit passed inspection. The CDA may execute an Addendum to the Lease to align the lease and inspection date.

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

Adapted from: A Good Place to Live

Introduction

Having a good place to live is important. The Housing Choice Voucher Program helps you to rent a safe, sanitary and decent place. You are free to choose any house or apartment you like, if it meets certain requirements for quality.

Housing Quality Standards

Housing Quality Standards (HQS) help to ensure that your home will be safe, healthy, and comfortable. In the Housing Choice Voucher Program there are two kinds of housing quality standards:

1. Things that a home must have in order to be approved by the CDA, and
2. Things that you want the unit to have to meet the needs of your family. These are items that you can decide.

The Requirements

Every house or apartment must have at least a living room, kitchen, and bathroom. Efficiency apartments with a kitchen area are eligible. However, there must be a separate bathroom in the unit. Generally, there must be one living/sleeping room for every two family members.

Responsibilities of the Public Housing Authority:

- Ensure that all units in the HCV Program meet housing quality standards.
- Inspect unit in response to the RFTA form. Inform potential household and owner of results and necessary actions.
- Encourage households and owners to maintain units up to standards.
- Make inspection in response to household or owner complaint or request. Inform the household and owner of the results, necessary actions, and time period for compliance.
- Make periodic inspection of the unit to ensure that it still meets the housing quality standards. Inform the household and owner of the results, necessary actions, and time period for compliance.

Responsibilities of the household:

- Live up to the terms of the lease. Keep the unit safe and sanitary.
- Cooperate with the owner by informing him or her of any necessary repairs.
- Cooperate with the PHA for initial, periodic, and complaint inspections.

Responsibilities of the owner:

- Comply with the terms of the lease.
- Maintain the unit and keep it up to housing quality standards as outlined in this booklet.
- Cooperate with the household by responding promptly to requests for needed repairs.
- Cooperate with the PHA on initial, periodic, and complaint inspections, and make necessary repair.
- Stay in compliance with the Housing Assistance Payments contract
- The owner/manager must keep the unit in good condition throughout the tenancy. The unit must be able to pass an HQS inspection at any time during the tenancy.

COMPLIANCE WITH HQS PER AREA:

Living Room

The Living Room must have:

Ceiling - A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Walls - Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Electricity - At least two electric outlets, or one outlet and one permanent overhead light fixture. Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cords: they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Floor - A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Window - At least one window. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

Lock - A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

Paint - No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

You should also think about:

- The types of locks on windows and doors
 - Are they safe and secure?
 - Have windows that you might like to open been nailed shut?
- The condition of the windows.
 - Are there small cracks in the panes?
- The amount of weatherization around doors and windows.
 - Are there storm windows?
 - Is there weather stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
 - Are they worn, faded, or dirty?
- The condition of the floor. Is it scratched and worn

Kitchen

The Kitchen Must Have:

Ceiling - A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Storage - Some space to store food.

Electricity - At least one electric outlet and one permanent light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cards; they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Stove and Oven - A stove (or range) and oven that works (This can be supplied by the household)

Floor - A floor that is in good condition. Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Preparation Area - Some space to prepare food.

Paint - No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

Window - If there is a window, it must be in good condition.

Lock - A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground. A window that cannot be opened is acceptable

Walls - Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Serving Area - Some space to serve food.

- A separate dining room or dining area in the living room is all right.

Refrigerator - A refrigerator that keeps temperatures low enough so that food does not spoil. (This can be supplied by the household.)

Sink - A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

- The size of the kitchen.
- The amount, location, and condition of space to store, prepare, and serve food.
- The size, condition, and location of the refrigerator.
- The size, condition, and location of your sink.
- Other appliances you would like provided. Extra outlets.

Bathroom

The bathroom must have

Ceiling A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, or large amounts of loose or falling surface material such as plaster.

Window - A window that opens or a working exhaust fan.

Lock - A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

Toilet - A flush toilet that works.

Tub or Shower - A tub or shower with hot and cold running water.

Floor - A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Paint

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

Walls - Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface such as plaster.

Electricity - At least one permanent overhead or wall light fixture.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Sink - A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

- The size of the bathroom and the amount of privacy.
- The appearances of the toilet, sink, and shower or tub.
- The appearance of the grout and seal along the floor and where the tub meets the wall.
- The appearance of the floor and walls.
- The size of the hot water heater.
- A cabinet with a mirror.

Other Rooms

Other rooms that are lived in include: bedrooms, dens, halls, and finished basements or enclosed, heated porches. The requirements for other rooms that are lived in are similar to the requirements for the living room as explained below.

Other Rooms Used for Living must have: Ceiling - A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster,

Walls – Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Paint - No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

Electricity in Bedrooms - Same requirement as for living room.

In All Other Rooms Used for Living: There is no specific standard for electricity, but there must be either natural illumination (a window) or an electric light fixture or outlet.

Floor – A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Lock - A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

Window - At least one window, which must be openable, if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

Other rooms that are not lived in may be: a utility room for washer and dryer, basement or porch. These must be checked for security and electrical hazards and other possible dangers (such as walls or ceilings in danger of falling), since these items are important for the safety of your entire apartment. You should also look for other possible dangers such as large holes in the walls, floors, or ceilings, and unsafe stairways. Make sure to look for these things in all other rooms not lived in.

You should also think about:

- What you would like to do with the other rooms. Can you use them the way you want to?
- The type of locks on windows and doors. Are they safe and secure? Have windows that you might like to open been nailed shut?
- The condition of the windows. Are there small cracks in the panes?
- The amount of weatherization windows.
 - Are there storm windows?
 - Is there weather-stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper. Are they worn, faded, or dirty?
- The condition of the floors. Are they scratched and worn?

Building Exterior, Plumbing, and Heating

The Building must have:

Roof - A roof in good condition that does not leak, with gutters and downspouts, if present, in good condition and securely attached to the building.

- Evidence of leaks can usually be seen from stains on the ceiling inside the building.

Outside Handrails - Secure handrails on any extended length of stairs (e.g. generally four or more steps) and any porches, balconies, or decks that are 30 inches or more above the ground.

Walls - Exterior walls that are in good condition, with no large holes or cracks that would let a great amount of air get inside.

Foundation - A foundation in good condition that has no serious leaks.

Water Supply - A plumbing system that is served by an approvable public or private water supply system. Ask the manager or owner.

Sewage - A plumbing system that is connected to an approvable public or private sewage disposal system. Ask the manager or owner.

Chimneys - No serious leaning or defects (such as big cracks or many missing bricks) in any chimneys.

Paint - No cracking, peeling, or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

- This includes exterior walls, stairs, decks, porches, railings, windows, and doors.

Cooling - Some windows that open, or some working ventilation or cooling equipment that can provide air circulation during warm months.

Plumbing - Pipes that are in good condition, with no leaks and no serious rust that causes the water to be discolored.

Water Heater - A water heater located, equipped, and installed in a safe manner. Ask the manager.

Heat - Enough heating equipment so that the unit can be made comfortably warm during cold months. Not acceptable are space heaters (or room heaters) that burn oil or gas and are not vented to a chimney. Space heaters that are vented may be acceptable if they can provide enough heat.

You should also think about:

- How well maintained is the apartment.
- The type of heating equipment
 - Will it be able to supply enough heat for you in the winter, to all rooms used for living?
- The amount and type of weatherization and its effect on utility costs.
 - Is there insulation? Are there storm windows? Is there weather-stripping around the windows and doors?
- Air circulation or type of cooling equipment. Will the unit be cool enough for you in the summer?

Health and Safety

The Building and Site must have: Smoke Detectors

At least one working smoke detector on each level of the unit, including the basement. If any member of your family is hearing-impaired, the smoke detector must have an alarm designed for hearing-impaired persons.

Fire Exits - The building must provide an alternate means of exit in case of fire (such as fire stairs or exit through windows, with the use of a ladder if windows are above the second floor).

Elevators - Make sure the elevators are safe and work properly.

Entrance - An entrance from the outside or from a public hall, so that it is not necessary to go through anyone else's private apartment to get into the unit.

Neighborhood - No dangerous places, spaces, or things in the neighborhood such as:

- Nearby buildings that are falling down
- Unprotected cliffs or quarries
- Fire hazards
- Evidence of flooding

Garbage - No large piles of trash and garbage inside or outside the unit, or in common areas such as hallways. There must be a space to store garbage (until pickup) that is covered tightly so that rats and other animals cannot get into it. Trash should be picked up regularly.

Lights - Lights that work in all common hallways and interior stairs.

Stairs and Hallways - Interior stairs with railings, and common hallways that are safe and in good condition. Minimal cracking, peeling or chipping in these areas.

Pollution - No serious air pollution, such as exhaust fumes or sewer gas.

Rodents and Vermin - No sign of rats or large numbers of mice or vermin (like roaches).

For Manufactured Homes: Tie Downs - Manufactured homes must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage.

You should also think about:

- The type of fire exit. Is it suitable for your family?
- How safe the house or apartment is for your family?
- The presence of screens and storm windows.
- Services in the neighborhood.
 - Are there stores nearby? Are there schools nearby? Are there hospitals nearby?
Is there transportation nearby?
- Are there job opportunities nearby?
- Will the cost of household-paid utilities be affordable and is the unit energy-efficient?
- Be sure to read the lead-based paint brochure given to you by the PHA or owner, especially if the housing or apartment is older (built before 1978).

HOUSING QUALITY STANDARDS INSPECTION

INSPECTION FORM: SECTION 8 EXISTING HOUSING

CONTROL # _____ Rent \$ _____

A. GENERAL INFORMATION: Requested by: _____ No. BR's 1 2 3 4 5
 Type Inspection: Special Re-exam LIP Initial LIP* Initial M/I* Re-exam M/I* Lease Amend.
 *Also complete move-in inspection on back page.
 Type Housing: Single Family Duplex/2F 4-Plex Apartment Mobile Home Row House or Town House
 Unit older 1978: Yes ___ No ___ Child under 7: Yes ___ No ___ (If both yes, check paint)

Tenant _____ # Adults (____) Owner _____
 Address _____ Address _____
 City _____ Zip _____ City _____ Zip _____
 Phone # _____ Work # _____ Phone # _____ Work # _____
 Date of Request _____ Lease Date _____

B. CHECK LIST:				L O C A T I O N					P — PASS F — FAIL I — INCONCLUSIVE	
1. LIVING ROOM				4. OTHER ROOMS ROOM CODES 1 - Bedroom 2 - Dining Room 3 - Second Living Room 4 - Hall/Corridors 5 - Other						
4.1 Room code										
1.1 Living room present	P	F	I	4.2 Electricity						
1.2 Electricity				4.3 Electrical hazards						
1.3 Electrical hazards				4.4 Security						
1.4 Security				4.5 Window condition						
1.5 Window condition				4.6 Ceiling condition						
1.6 Ceiling condition				4.7 Wall condition						
1.7 Wall condition				4.8 Floor condition						
1.8 Floor condition				4.9 Lead paint						
1.9 Lead paint				5. SECONDARY ROOMS						
2. KITCHEN				5.1 None (go to pt. 6)						
2.1 Kitchen area present				5.2 Security						
2.2 Electricity				5.3 Electrical hazards						
2.3 Electrical hazards				5.4 Other hazards						
2.4 Security				6. BUILDING EXTERIOR						
2.5 Window condition				6.1 Foundation condition						
2.6 Ceiling condition				6.2 Stairs/Halls/Porches						
2.7 Wall condition				6.3 Roof/Gutters						
2.8 Floor condition				6.4 Exterior surfaces						
2.9 Lead paint				6.5 Chimney						
2.10 <small>A - Stove/Range/Oven B - Microwave</small>				6.6 Lead paint exterior surfaces						
2.11 Refrigerator				6.7 Tie downs N/A ()						
2.12 Sink				EXPLANATION OF "FAIL" RATING OR COMMENTS						
2.13 Food storage/preparation										
3. BATHROOM	No.	1	2	3						
3.1 Bathroom present										
3.2 Electricity										
3.3 Electrical hazards										
3.4 Security										
3.5 Window condition										
3.6 Ceiling condition										
3.7 Wall condition										
3.8 Floor condition										
3.9 Lead paint										
3.10 Flush toilet					MAINTENANCE ITEMS:					
3.11 Wash basin										
3.12 Tub/Shower										
3.13 Ventilation										

HRA INSPECTOR: _____ Inspection Date: _____
 Pass Date: _____
 CALL _____ WHEN REPAIRS DONE

HAP CONTRACT BETWEEN OWNER/MANAGER AND CDA:

Owners or managers of a unit under a HAP contract have the following obligations:

- The owner/manager may not live in the unit with the household or use any of the unit for storage.
- May not be a relative of the household. If the household has a disability and you are a relative of the household and the unit you own provides the household with accommodations related to the disability and not available from other owner/managers, please have the household contact the CDA to request a reasonable accommodation.
- The lease must comply with state and local law.
- The term of the initial lease must be for at least one year. The CDA may approve a shorter term under the following conditions:
 - A shorter term improves housing opportunity for the household
 - Shorter terms are the prevailing market practice
- Household are recertified yearly. Owners/Managers will receive a Reexamination Information letter and Notice of Inspection 3 months prior to the recertification date. If the owner/manager is raising the rent, the CDA must receive a 60-day written notice prior to the effective date.
 - The CDA will allow one rent increase every twelve months. The rent increase must be considered reasonable for the type of unit, the area and the unit's amenities. If the rent increase is not considered reasonable, then the CDA cannot approve the increase.
- After the initial lease term, if you want to change something in the lease, you have a right to do so. However, the changes must conform to Housing Choice Voucher Program rules. Any changes to the lease must be done in writing and be signed by both the owner/manager and the household. This agreement must be submitted to the CDA for approval at least 60 days prior to the effective date.
- The HAP contract and inspection are for a specific unit. If you transfer a household to a different unit, you will need to supply a new lease, a new HAP contract must be signed, and a new inspection must be performed. The CDA needs a 60 day advance written notice of any unit transfer. If there is an emergency and you are transferring the household because of it (fire, flood, non-working appliances, etc....) you must notify the CDA within 5 days of the transfer. Rental assistance can only be paid for units that are under HAP contract and have passed inspection.
- The lease and the HAP contract specifically state who is living in the unit. By signing the HAP contract, the owner/manager certifies that these are the people who are living in the unit. If you suspect that more, less or different people are living in the unit than what you have listed on your lease or those that appear on the HAP contract, contact the CDA to report this situation.
- The owner/manager must not be involved in illegal drug or violent criminal activity.
- The owner/manager must not commit fraud, bribery or any other corrupt or criminal act involving the rental assistance program.

Informing the CDA about problems with the tenancy is the owner/manager's responsibility. Do not assume the household will tell the CDA about changes or problems that are occurring.

- The owner/manager must fulfill obligations under the HAP contract, including maintaining the unit to Housing Quality Standards at all times.
- The owner/manager may not violate the terms of the HAP contract.
- The owner/manager may terminate tenancy during the term of the lease only for:
 - Serious or repeated violations of the lease
 - Violations of federal, state or local law that impose obligations on the household in connection with the use or occupancy of the unit or premises
 - Other good cause, such as:
 - Failure to accept a new or revised lease
 - History of disturbance of neighbors, destruction of property
 - Living or housekeeping habits resulting in damage
 - The desire to use the unit for personal or family use
 - Business or economic reasons, such as sale or renovation

OWNER/MANAGER DUTIES UNDER MINNESOTA LAW:
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- They must provide all the services and keep all the agreements stated in the lease.
- They must keep the apartment in reasonable repair and keep it up to the housing and building codes. They must keep it in a condition fit for the use intended.
- They must not unreasonably disturb the household's use of the apartment.
- Unless there is an agreement made that the owner/manager has the right to enter the property to inspect it or for some other reason, the owner/manager has NO RIGHT whatsoever to enter the unit without the household's permission. (The only exception is in an emergency, such as a fire or an overflowing bathtub.) The lease should state when the owner/manager will enter the unit and with what notice.
- The owner/manager may evict a household only by going to court; not by locking out the household, shutting off heat or lights or removing the doors.

EVICCTIONS:

The owner/manager must notify the CDA in writing of any eviction proceedings brought against the household.

- The only way an owner/manager can legally evict a household is to go to court for an eviction order. Owner/managers may file an unlawful detainer in county court to have the household evicted from the unit if the household has violated the lease with an unlawful detainer action. The owner/manager must prove his/her charges in court, and the household must have a chance to present their side of the story.
- Telling a household to move is called a vacate notice. The household may decide not to move; to recover the unit the owner/manager will need to file an unlawful detainer in court. The court will then decide whether the lease has been violated and determine if the household must move. If the household still does not vacate the unit, a Writ of Restitution is filed authorizing the US Marshalls to

schedule an eviction of the household.

- The owner/manager cannot lock a household out, turn off the utilities, or physically remove the household from the unit. If he/she does, it is a criminal offense and the household would have a legal claim against him/her for damages.
- The owner/manager cannot evict the household for discriminatory reasons (such as race, sex, marital status, religion, receipt of welfare, or because the household has children). The owner/manager also cannot evict the household in order to get back at the household for making repair complaints or for trying to enforce the household's legal rights. (This is called "retaliatory eviction").

SIDE PAYMENT/FRAUD NOTICE:

The federal Department of Housing and Urban Development (HUD) provides the money for the various rental assistance programs. HUD is seriously concerned about fraud in the Housing Choice Voucher Program. Following these simple rules will allow the owner/manager to participate in the Housing Choice Voucher Program and help the program run fairly and honestly. The violation of the HAP contract could result in allegations of fraud and charges of a federal crime.

- The total rent payment to the owner/manager **must not** be more than the amount stated on the lease and the HAP contract. Only one lease is allowed. The CDA determines what portion of this total rent the household is responsible to pay. If the household pays any money in addition to this payment, the CDA must have approved of this payment in writing. If the arrangement between the household and the owner/manager has not been approved by the CDA, it is fraud and could result in criminal charges.
- If the household has vacated the unit or the household has died and you still receive a rent payment on the first of the month following the event, please contact the CDA. It is considered fraud to accept rent payments for a household that is not occupying the unit.

If you know of any cases of fraud by owner/managers, other families, or CDA employees, or if you have any questions on this subject, please call or write your CDA Rental Assistance Specialist at 7645 Currell Blvd., Woodbury, MN 55125, 651-458-0936.

WHEN THE HOUSEHOLD MOVES OUT:

To retain a voucher, the household must be in good standing with the Washington County CDA and the owner/manager when it comes time to move. The household must be current in rent and utilities when the household decides to vacate and give proper notice. If the household is not in good standing the owner/manager must contact the CDA prior to the household moving out.

- The lease must state the notice period the household must give in order to vacate the unit. If you do not have a written agreement and have a periodic tenancy, the notice period is usually a rental-period-plus-one-day's written notice of moving (usually one-month-plus one-day). The household must give the CDA a written 60-day notice of the intent to vacate.
- When the household intends to vacate the unit, the owner/manager may decide to do a pre-move-out inspection. If the unit has been damaged beyond normal wear and tear, the owner/manager may wish to contact the CDA with photographic proof of its condition.

NON-DISCRIMINATION AND REASONABLE ACCOMMODATIONS:

- All owners/managers are subject to federal and local laws prohibiting discrimination in housing because a household has children or because of the household's sex, age, ethnicity, race, color, family status or disability.
- Violations of fair housing and nondiscrimination laws will result in denial or termination of participation in rental assistance programs and could result in civil penalties.
- It is in the owner/manager's best interest to use the same methods of screening and selection for all renters and keep all relevant documentation.
- An owner/manager cannot discriminate against a person with disabilities. Owner/managers have an obligation to make a reasonable modification to a rental unit for a person with disabilities at the household's expense. Such modifications are required in the private rental market by the Fair Housing Act.

SELLING THE PROPERTY

The owner/manager must notify the CDA if the assisted unit has been sold within 5 days of the sale. The CDA will send out the necessary paperwork to the old owner.

PROTECTING HOUSEHOLDS AT FORECLOSURE ACT (PTFA):

Families receiving rental assistance are entitled to certain protections set forth under the Protecting Households at Foreclosure Act (PTFA). Specifically, the HAP contract contains language stating that in the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure will assume such interest subject to the lease between the prior owner and the household, and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision of the HAP contract does not affect any state or local law that provides longer time periods or other additional protections for households.

If the CDA learns that a property is in foreclosure, it must take the following actions:

- Make all reasonable efforts to determine the status of the foreclosure and ownership of the property.
- Continue to make payments to the original owner until ownership legally transfers in accordance with the HAP contract. In order to keep receiving the rent due under the HAP contract the unit must continue to meet HQS.
- Attempt to obtain a written acknowledgement of the assignment of the HAP contract from the successor in interest. The written agreement will include a request for owner information, such as a tax identification number, and payment instructions from the new owner. Even if the new owner does not acknowledge the assignment of the HAP contract in writing, the assignment is still effective by operation of law.
- Inform the household that they must continue to pay rent in accordance with the lease, and if the successor in interest refuses to accept payment or cannot be identified, the household should pay rent into escrow. Failure to pay rent may constitute an independent ground for eviction.

- Inform the household in the event that the CDA is unable to make HAP payments to the successor in interest due an action or inaction by the successor that prevents such payments (e.g., rejection of payments or failure to maintain the property according to HQS), or due to an inability to identify the successor. The CDA will refer the household, as needed, to the local legal aid office in order to ensure adequate protection of the household's rights and enforcement of the successor in interest's performance under the HAP contract.
- Make reasonable inquiries to determine whether the unit, in addition to having a household receiving HCV assistance, will be or has been assisted under the Neighborhood Stabilization Program (NSP).

Household Rights Under Foreclosure:

Under the Protecting Households at Foreclosure Act (PFTA) there are several protections for households whose owner/manager loses the property through foreclosure:

- The new owner becomes the new owner/manager.
- All bona fide leases and tenancies entered into before the date on which complete title is transferred to the new owner must be honored.
- If the new owner wants to evict the household, the household must be given at least a 90-day notice to vacate. If the lease has more than 90 days left in the term, then the household can stay until the end of the lease and until the household receives a notice of at least 90 days which can be before the end of the lease. (The only exception to this is a new owner who wants to live in the unit as the owner's primary residence does not have to wait for the lease to end and only has to give a 90-day notice.

If the new owner gives the household a notice of less than 90 days or a notice that would terminate the lease before its end, the household should:

- Send the new owner a letter by certified mail, return receipt requested, at the new owner's address telling them that they must give the household at least a 90-day notice to vacate. This letter must be sent before the vacate date.
- The household must pay the rent. If the household does not pay the rent, the new owner could file an unlawful detainer against the household and the courts may evict the household.

There are some limits on the households that can be protected under PFTA:

- The former owner of the property and the former owner's spouse, children or parents are not protected
- The rent paid by the household cannot be substantially less than that paid for similar properties in the area, unless the rent is reduced because of a federal or state subsidy
- The lease must be an arm's length transaction which means that the rental terms are outside the ordinary such as long contracts, pre-paid rent, etc. may be subject to additional scrutiny.

Housing Choice Voucher and Foreclosure

Under the Housing Choice Voucher Program, the household has the right to remain in the unit and the new owner must accept the Housing Assistance Payment if the owner intends to use the unit for rental.

HOUSEHOLD OBLIGATIONS UNDER THE RENTAL ASSISTANCE PROGRAMS:

Households that participate in the HCV program are required to comply with the "Family Obligations" established by HUD. Failure to comply may result in termination of rental assistance and the HAP contract. If the household remains in the unit after the HAP contract is terminated, the household is responsible for paying the entire rent.

Households must also comply with the following:

- The household must comply with the terms of the lease. Serious and persistent failure to comply with the lease may result in termination of the household's rental assistance. The household must pay the portion of the rent determined by the CDA.
- The household must provide true and complete information to the CDA.
- The household may not damage the unit beyond normal wear and tear. Repeated or excessive damages will be considered a serious or repeated violation of the lease. Ordinary wear and tear are deterioration that occurs without negligence, carelessness or abuse of premises, equipment, furnishings or appliances by the household, a member of household or other persons on the premises with household's consent.
- The household must be in good standing with the CDA and the owner/manager when it comes time to move. The household must provide a written 60-day notice of vacate to the CDA. The household must be current in rent and utilities when the household decides to vacate a unit. If the household is not in good standing, the owner/manager must contact the CDA prior to the household moving out.
- The household must notify, in writing, both the owner/manager and the CDA when anyone moves in or out of the unit. The people who are on the lease and the HAP contract are the only people allowed to live in the unit. If you suspect that the household has additional persons living in the unit, please contact the CDA.
- The household may not sublease, sublet the unit, transfer or assign the lease to other individuals.
- The household must live in the unit. The household must notify the CDA in writing if they intend to be away from the unit.
- The household must not own or have any ownership interest in the unit.
- The household may not commit fraud, bribery or any other corrupt or criminal act in connection with the rental assistance program.
- The household may not engage in either illegal drug related or violent criminal activity.

HOUSEHOLD DUTIES UNDER MINNESOTA LAW:

(Minnesota Attorney General's Handbook for Owner/managers and Renters)

- The household must pay the rent in the amount and at the time agreed upon.
- The household must not cause damage to the apartment other than ordinary wear and tear.
- The household must act in ways that do not unreasonably disturb other households in the building.
- The household must obey the rules and agreements made in the lease, which are legal.