

INTRODUCTION

W E L C O M E!!! The Housing Authority of the Birmingham District (HABD) is pleased to have you participate with us in an effort to improve the quality of living for the residents of Birmingham, Alabama and its surrounding areas.

This handbook is designed to give you the basic information about the Section Eight Program, requirements as the landlord agent, and your relationship with program participants and with the HABD. We live in an ever-changing world. If you encounter a situation not expressed or understood, please call the Director of Leased Housing at 521-0668. We encourage you to review the handbook and the exhibits, and become familiar with the information.

Once again, we welcome you to the Section Eight Program administered by the Housing Authority of the Birmingham District. We will make every effort to insure that your participation as a landlord/agent is a most pleasant experience for you.

PURPOSE

The Section Eight Housing Choice Voucher Program was established by the Federal government, and administered by the Housing Authority of the Birmingham District (HABD) under contract with the U.S. Department of Housing and Urban Development (HUD) to subsidize the rent of low income families.

Section Eight is a federally funded Housing Assistance Payments (HAP) program. It is different from other subsidized housing programs in that Section Eight allows the participant to pick from privately owned housing in Birmingham, Alabama, and other areas of the state and country.

Each applicant has the freedom of choice in location and is encouraged to locate suitable housing outside of poverty neighborhoods or areas with high racial concentrations.

The participant may choose where they want to live...across town, in Alabama, or in another state. It's their choice.

RESPONSIBILITIES

The participating family, the owner and the Housing Authority are all involved in the process of ensuring that the dwelling unit complies with Housing Quality Standards.

A summary of the responsibilities of each party is provided:

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT:

1. Ensure that all units meet Housing Quality Standards (HQS)
2. Make initial inspection in response to Request for Lease Approval.
3. Encourage participants and owners to maintain units.
4. Make complaint inspections at the request of owner or participant.

THE PARTICIPANT / TENANT:

1. Comply with the terms of the lease.
2. Keep the dwelling safe and sanitary.
3. Notify the owner of any necessary repairs.
4. Allow inspection of unit at reasonable times after reasonable notice.
5. Notify owner and Section 8 Department in writing before moving.
6. Notify Section 8 Department of any family composition changes.
7. Pay utility bills and supply appliances that the owner is not required to supply.
8. Live in harmony with neighbors, keep noise to a minimum and avoid conflicts.
9. Avoid any unlawful activity, including drug activity.

THE PROPERTY OWNER:

1. Comply with the terms of the lease.
2. Keep the dwelling unit safe and sanitary.
3. Make necessary repairs within the prescribed time frame.
4. Comply with fair housing laws.
5. Collect your security deposit, rent, and other charges.
6. Do not commit any criminal act in connection with any federal housing program or engage in drug trafficking.
7. **Owners are encouraged to carefully screen prospective tenants.**

VOUCHERS AND PAYMENT STANDARDS

The Section Eight Housing Choice Voucher is a document that guarantees the payment of rental subsidy when a participant finds an appropriate unit that meets program requirements. The participant informs you that the Housing Authority will pay a portion of the rent. Participants must receive prior approval before signing a lease.

Payment standards represent the maximum amount of subsidy that can be paid for any unit rented under the Section Eight Housing Choice Voucher Program.

LEASING THE PROPERTY

When you have selected a participant to occupy your unit, you will be requested to complete a Request for Lease Approval (RFLA). This document indicates the identification and location of the dwelling, the amount of rent charged, and whether or not utilities and appliances are provided. If you choose to use a lease other than the one provided by the Housing Authority, it must be submitted with the RFLA for approval. The participant is not allowed to enter a lease agreement at this time. When the RFLA has been received, an inspector from the Housing Authority will contact you to make arrangements to examine the unit. The dwelling must meet Housing Quality Standards (HQS). If there are any violations of Housing Quality Standards (HQS), you will be notified of the repairs needed, and a re-inspection will be scheduled.

As the landlord/agent, you will be required to enter into a lease agreement with the participant. The Housing Authority provides a Section 8 lease addendum. Under the program, the Section Eight Department must establish whether or not the monthly rent charge is reasonable, taking into consideration size, location, age of unit, amenities, management services, and most recent rent charges. Section Eight staff will advise you if the amount requested for monthly rent is “reasonable”.

NOTE: LEASE MUST MEET SECTION 8 REQUIREMENTS.

HOUSING ASSISTANCE PAYMENT CONTRACT (H A P)

At the time of lease signing, you will sign a Housing Assistance Payments contract (HAP). The HAP contract is an agreement between the Housing Authority and the landlord/agent, which authorizes the payment of subsidy. It will have the same term as the lease, and will specify the amount of subsidy to be paid by the Housing Authority and the amount of rent to be paid by the tenant. You should not assume that Section Eight pays 100% of the rent for each resident in all cases. If the resident is to pay you a portion of the monthly rent, it will be your responsibility to collect that amount. The Section Eight Housing Choice Voucher Program does not prohibit late fees, however, they should be reasonable.

SECURITY DEPOSIT

Families are responsible for paying any security deposit directly to the owner/agent. The owner may collect a security deposit from the tenant in an amount up to but not exceeding one month's contract rent. When a tenant moves out, the owner, subject to State or local law, may use the security deposit, including any interest earned on the deposit, as reimbursement of any:

- Tenant caused damages to the unit.
- Other amounts the tenant owes under the lease which state/local laws allows to be deducted (such as unpaid rent or accrued late fees).

The owner must give the tenant a written list of all items and amounts charged against the security deposit. After deducting the reimbursement due owner, the owner must refund the unused balance within 30 days of move out. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the tenant through a local court. In case of damages that exceed the tenant's security deposit the owner must collect from the tenant.

INSPECTIONS

Before a dwelling can be approved for the Section Eight Program, the Housing Authority must determine if the unit meets Housing Quality Standards (HQS). Your unit must be inspected prior to lease approval, and at least once each year thereafter. When the Request for Lease Approval (RFLA) has been received, an inspector will make arrangements to examine the unit. If there are any violations of Housing Quality Standards (HQS), you will be notified, and a re-inspection will be scheduled. This inspection is often referred to as the “***Initial Inspection***”.

The Annual Inspection is scheduled at least ninety (90) days before the expiration of the contract and is performed in conjunction with the re-certification of the participating family. If violations of HQS are found, the housing inspector will describe the deficiencies in a report to you. Serious deficiencies, which present an immediate danger to the health and safety of the family, must be corrected within **24 hours**. If the situation is not corrected, the Housing Authority must either stop the Housing Assistance Payment (HAP), or terminate the HAP contract. The HAP payments may be resumed once the deficiencies are fully corrected, but the Housing Authority will not make payments for the time period the unit was not in compliance.

If there are any other deficiencies that could affect the health and safety of the occupants, you must correct the items within 30 days or less. If the corrective action is not performed within the specified 30 day time period, the Housing Authority will determine if an extension of time is warranted depending upon the nature of the work to be completed and the Housing Authority’s determination of a reasonable deadline. If an extension is not granted, the housing assistance payment will stop or the contract

terminated. During the period when payments have been stopped, the Housing Authority will apprise the tenant of his/her responsibility under applicable State or local law regarding the payment of his/her share of rent to you.

Complaint Inspections are conducted when the participating family, the owner, or other accountable sources such as (complaints from neighbors) report the units' condition may lack compliance with the HQA criteria.

The regulations stipulate that each unit leased under the Section Eight Program shall meet basic "Performance Requirements" with respect to the following:

Sanitary Facilities

Food Preparation and refuse disposal

Space and security

Thermal environment

Illumination and electricity

Structure and materials

Interior air quality

Water supply

Lead-based paint

Access

Site and neighborhood

Sanitary condition

Smoke detectors

OWNER'S TERMINATION OF TENANCY

During the term of the lease, the owner may not terminate the tenancy except on the following grounds:

- (1) Serious or repeated violation of the terms and condition of the lease;
- (2) Violation of federal, state, or local law that imposes obligations on the tenant in occupancy or use of the premises; or
- (3) Other good cause.

During the first year of the lease term, 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. The owner must give the tenant a written notice that specifies the grounds for termination of tenancy. The notice of grounds must be given at or before commencement of the eviction action. The notice of grounds may be included in, or may be combined with, any owner eviction notice to the tenant. The owner must give the Housing Authority a copy of any eviction notice to the tenant. The owner may only evict the tenant from the unit by instituting a court action. Some of the reasons for termination may include:

- Non-payment of rent.
- Criminal activity
- Destruction of property

SUGGESTIONS FROM THE SECTION 8 STAFF

The Section Eight Staff wants your association with us to be a successful one. Listed are hints and/or suggestions that may assist you. The Section Eight Department has two areas of specialization, Occupancy and Inspection. Please do not address inspection concerns with the Re-Certification Specialists or Counselor. Questions concerning Housing Quality Standards (HQS) should be directed to the Inspector, if known, or to the Chief Housing Inspector. Inquiries that reference your resident (i.e. leases, payments) should be directed to the Counselor, if known, or to the Assistant Leased Housing Manager or the Leased Housing Manager.

1. The dwelling lease and housing assistance payment forms will be completed in the Section 8 office with staff present. If you give the resident permission to move into your dwelling **PRIOR** to executing the contract and lease, **no payment will be made.**
2. **LEASE RENEWAL...WILL MY TENANT STAY OR MOVE?**
It is the duty of the owner to determine if the resident intends to remain or move at the term of the lease. We provide a non-mandatory form as a service to you that inform you of the resident's intentions.
3. Each unit is inspected at least 90 days before the lease and contract expire. **You are required to notify us in writing when the repairs have been completed.** No contract may begin before a dwelling passes inspection. This applies to initial and re-certification inspections.
4. Read and complete all forms to avoid processing delays.
5. Keep up with the expiration dates of your resident's contracts.
6. It is against the law to accept "side payments" on contract rents.
7. **SUDDEN VACANCY** – please contact us as soon as you discover a vacant unit. Payments made on vacant units must be returned.
8. **MISSED PAYMENT** – call the Re-Certification Specialists for a status report, be sure to provide the resident's name and address of the unit. If the Re-Certifications Specialist for your resident is unknown to you, please contact the Section 8 receptionist at 521-0652.
9. If you should move, please send written notification of your new address and nine-digit zip code
10. Please come into the office as soon as possible to sign your new contract when notified. Unfortunately, we have cut off dates that may be on, before, or after the 24th day of the month. If repairs are completed and the unit cleared well before the lease expiration date, and necessary forms signed, you should not experience a delay in receiving your payment(s).

REVIEWING THE PROCESS

Your dwelling is ready to be offered to a Section Eight participant. You have options for advertising the property, the news media, or you may complete a form with the receptionist and post the form on our bulletin board. Be sure to include the address, bedroom size, your contact phone number, and any amenities that would sell your dwelling to the renter. We will post faxed information when received. Our fax number is (205) 521-7745. When you have selected your resident, the request for lease approval has to be completed and the participant will return the form to his/her Re-Certification Specialist (Counselor). An inspection booklet will be issued to an Inspector who will contact you to arrange an inspection of the dwelling. If deficiencies are found, you will receive a written report and be given a time frame for repairs. Once the repairs are completed, contact the inspector by **FAX at 521-7763**, and also mail the response. When the unit passes, the necessary documents will be prepared by the staff, and you will be notified when to come in to execute the lease and housing assistance payment contract.

The contract is for one year. Ninety days before the contract expires, we will require an annual re-certification of both the participant and your dwelling. Again, the unit must pass inspection to be eligible for participation in the program. Should you choose not to renew your contract, you should inform the resident and his/her Re-Certification Specialist. This will give the resident time to find another unit without an interruption in subsidy, and prevent "overstay" for which the Section Eight Department may not pay you.

If you plan to renew, we will prepare all documents for signatures.

IDENTIFICATION OF INSPECTORS & RE-CERTIFICATION

SPECIALIST BY ZIP CODE

Tracey Prince, Re-Certification Specialist
521-0792

Harrison Kimble, HQS Inspector
521-0693

35206 Eastlake
35212 Woodlawn
35215 Centerpoint
35219 New Castle
35210 Irondale
35235 Huffman

Pamela Wilson, Re-Certification Specialist
521-0662

Eddie Jones, HQS Inspector
521-0663

35203 Downtown
35204 Smithfield/Acipco
35205 South Highlands
35207 North Birmingham
35209 Homewood
35234 Norwood
35233 Downtown
35216 Hoover
35217 Tarrant City
35214 Pratt City

Quiyayla Baker, Re-Certification Specialist
521-0657

Bonita Wormley, HQS Inspector
521-0793

35208 Fairview
35218 Ensley
35020 Bessemer/Roosevelt City
35020 Lipscomb
35224 Wylam
35228 Midfield
35064 Fairfield
35118 Mulga
35023 Hueytown
35061 Dolomite
35127 Pleasant Grove

Bridgett Kidd, Re-Certification Specialist
521-0655

Donald Mealer, HQS Inspector
521-0665

35211 West End
35221 Powderly
35222 Avondale

ASSIGNMENTS ARE SUBJECT TO CHANGE