

**LAFAYETTE HOUSING AUTHORITY**  
**HOUSING CHOICE VOUCHER HOUSING ASSISTANCE**  
**PAYMENTS PROGRAM**  
**SERVING LAFAYETTE & VERMILLION PARISHES**

**OWNER'S GUIDE**

The Housing Choice Voucher Housing Assistance Payments (HAP) Program is a federally funded program administered by your local Housing Authority (HA); it provides housing assistance to eligible very low income families. The program enables families to obtain decent, safe and sanitary housing by subsidizing a portion of each tenant's monthly rent and paying it directly to the property owner. Single-family dwellings, apartment buildings, legal accessory apartments, and townhouses/condominiums are eligible. The owner retains the normal management rights and responsibilities including tenant screening and selection, rent collection, property maintenance and lease termination.

**WHO PARTICIPATES IN THE HOUSING CHOICE VOUCHER HAP PROGRAM?**

The Housing Choice Voucher Program assists very low income households. The Housing Authority selects families who meet income and eligibility requirements. A participating family may choose to remain in its current unit or move to another unit.

**HOW IS RENTAL ASSISTANCE PROVIDED?**

The Housing Authority calculates the amount of assistance each family receives.

Under the Housing Choice Voucher Program, the maximum subsidy is calculated by subtracting the Payment Standard from 30% of the family's adjusted income. The minimum rental portion a family will pay under the Voucher Program is 10% of its adjusted gross income.

After the approval of a prospective rental unit, this office will prepare the leasing documents. The landlord and tenant sign the Lease and Lease Addendum. The HA and owner will sign a Housing Assistance Payment (HAP) Contract. Each month the HA will make housing assistance payments directly to the owner. These payments are made as long as the family continues to be eligible and as long as the unit meets program requirements.

## **SECURITY DEPOSITS**

An owner may collect a security deposit in conformance with private market practice and in accordance with the security deposits he/she collects from non-subsidized tenants, not to exceed two month's contract rent.

When the tenant moves out of the unit, the owner may use the security deposit as reimbursement for any unpaid tenant rent, tenant caused damages or any other amounts the tenant 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 within thirty days. After deducting the amount, if any, used to reimburse the owner, the owner must refund the full amount of the unused balance to the tenant in accordance with state and local law.

## **THE LEASE**

An initial written lease for a minimum of one year is required. The owner uses their own lease and an executed (signed) copy of it must be provided to the Housing Authority prior to receiving assistance. The Housing Authority will execute a Lease Addendum as required by HUD which identifies the family obligations for continued participation in the HCV program. The HUD Lease Addendum takes precedence over the owner's lease should there be a conflict.

## **HOUSING CONDITION**

All units in the Housing Choice Voucher Program must meet the health, safety, security and occupancy standards of the program and must comply with all local codes and/or ordinances. The unit must pass inspection before the tenant moves in. If the unit fails the initial inspection, the owner has the choice to comply with the repairs or select a non-assisted tenant.

## **HOUSING AUTHORITY APPROVAL OF HOUSING UNITS**

Should you decide to lease your unit to a Housing Choice Voucher participant, the following documents must be submitted to this office:

1. A completed and signed "Request for Tenancy Approval" form. (This form is provided by the HA.)
2. Landlord's social security or federal identification number.
3. Signed "Housing Choice Voucher Landlord Certification" form provided by the HA.

## **TENANT RESPONSIBILITIES**

The tenant must fulfill family obligations as listed on their Housing Choice Voucher.

The tenant must comply with the terms and conditions of the Lease and Lease Addendum.

The tenant is responsible for paying their rental portion each month.

The tenant is responsible for payment of utilities which are not included in the contract rent.

## **ANNUAL RECERTIFICATIONS, UNIT INSPECTIONS AND LEASE RENEWALS**

### **Tenant Income. Family Composition and On Going Eligibility:**

A change in the tenant's income and/or family circumstances is likely to result in a change in the portion of rent paid by the tenant and by the HA. The owner and tenant will be notified in writing by the HA of the new amounts.

### **Condition of the Property and Level of Maintenance:**

The PHA inspects the unit each year to insure that it continues to meet the HUD Housing Quality Standards (HQS). The HA will not continue the contract if the unit does not meet the HQS. These inspections also help you to stay informed about the condition of your property and help prevent deterioration.

The federal regulations prohibit this office from subsidizing any unit that fails inspection. For units under HAP Contract which fail inspection, an owner is provided no more than thirty days to make the necessary repairs and to bring the unit into compliance with Housing Quality Standards. If the unit has not passed the inspection by the deadline date stated in our notice to you, HAP payments will be abated until the repairs are made and/or the HAP Contract will be promptly canceled. If there are extenuating circumstances that prevent you from making the repairs within the time frame allowed, you must request an extension IN WRITING. This office will make a case by case determination regarding the granting of extensions.

Continual HQS violations by the owner are cause for the Housing Authority not to enter into any new contracts with this owner.

Tenants are held accountable for any HQS violations which are the result of tenant damage, due to neglect, use or misuse by themselves, family members and guests. The tenant will be required to make these repairs within 15 days. If the tenant fails to make the repairs, their assistance will be terminated in accordance with federal law. The HAP Contract will be terminated within 30 days notice to the landlord. A letter will be sent to you and your tenant pursuant to the housing inspection. This correspondence will itemize tenant and landlord repairs so each party will have a clear idea of which repairs are their responsibility if the owner completes the tenant repairs they have a right to bill the tenant, in writing, for these repairs.

### **FRAUD PREVENTION AND CONTROL**

Incidence of fraud, willful misrepresentation, or intent to deceive with regard to the Housing Choice Voucher HAP Program are criminal acts. It is considered fraudulent for an owner to commit any of the following acts:

1. Requiring extra (“side”) payments in excess of the family’s share of the rent.
2. Collecting assistance payments for units not occupied by Housing Choice Voucher tenants.
3. When the owner resides in the unit being subsidized.
4. Bribing Housing Authority employees and/or contractor of the Authority to certify sub-standard units as standard.

Some examples of fraud involving tenants are:

1. Willful misrepresentation of total family income and/or composition.
2. Sub-leasing the unit to an unassisted person/family.
3. Not using the unit as their full-time residence.

Any landlord or tenant found guilty of fraud will be terminated from the Housing Choice Voucher Program. Tenants and Owners can also be terminated for criminal and drug activity. Owners are encouraged not to condone fraud by their tenants and to enforce the lease by notifying your tenant of any lease violation and the consequence of non-compliance with the lease. Remember, when the Housing Authority terminates the tenant for fraud you will no longer be entitled to Housing Assistance Payments and you will be responsible for evicting the family from your unit.

## **TENANT SCREENING**

It is the responsibility of the owner to select and screen their prospective tenants. To comply with equal housing laws, all tenants should be subject to the same criteria for eligibility. If careful screening is done you are more likely to rent to a tenant who will maintain the unit and pay their portion of the rent.

## **NON-DISCRIMINATION IN HOUSING**

In the selection of tenants, provision of services, or in any other manner, federal law states that an owner may not discriminate against any person because of race, color, religion, sex, handicap, marital status or national origin. Additionally, Louisiana state law prohibits discrimination based on income because the Housing Choice Voucher subsidy is considered a legal source of income.

## **OUTREACH TO OWNERS**

The Housing Authority is always seeking opportunities for housing which are decent, safe and sanitary for our Housing Choice Voucher families, in Lafayette and Vermillion Parishes. You are encouraged to list any units you may have for rent by contacting this office. This list of available units will be provided to eligible families upon their request. The HA is particularly interested in units that may be accessible to the disabled or the handicapped. Please be aware that we will not allow any owners who have committed fraud, bribery or other corrupt or criminal acts to participate in the program.

For more information about the Housing Assistance Payments Program, please contact:

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**115 Kattie Drive, Lafayette, La. 70501**