

*SECTION
HOUSING
PROGRAM*

**OWNER
HANDBOOK**

**Dakota County Community
Development Agency**

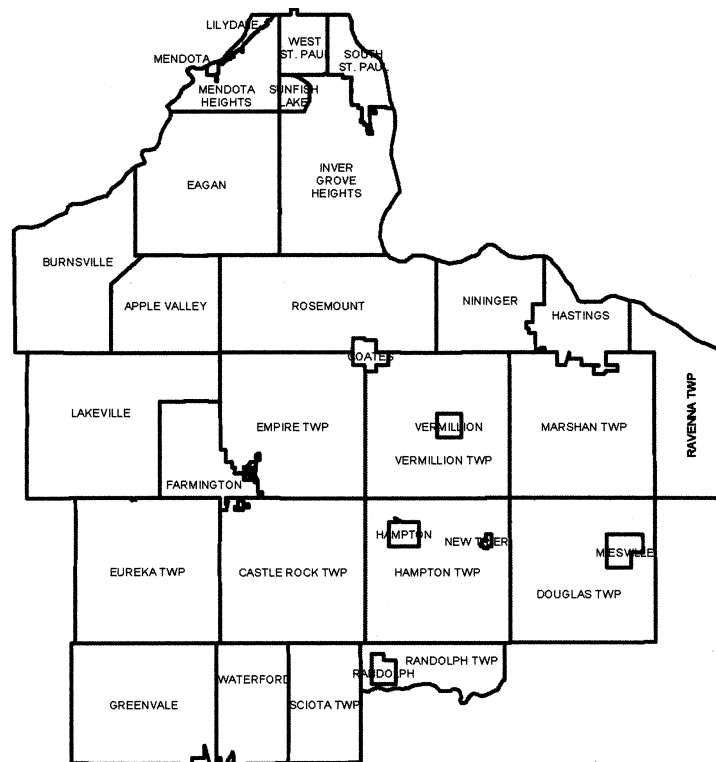


October 2004

MISSION STATEMENT

The Dakota County CDA utilizes available federal, state, and local resources to serve the residents of Dakota County by working to upgrade and maintain the existing housing stock, encourage the construction of new housing affordable to low and moderate income households, promote economic development efforts and provide assistance to Dakota County communities through community development programs, and to provide low and moderate income family and senior households with decent, safe, and affordable rental housing opportunities.

DAKOTA COUNTY



The Dakota County CDA's jurisdiction does not include South St. Paul. For information about the Section 8 Housing Choice Voucher Program in South St. Paul, call 651-451-1838

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INTRODUCTION

This Owner Handbook is designed to provide an introduction to the Section 8 Housing Choice Voucher program. The success of the program in Dakota County is due to the willingness and cooperation of more than 500 property owners and managers. Without this participation, the program would not exist. The Dakota County Community Development Agency (CDA) invites feedback from property owners that will help us continue to improve this handbook and our service.

The Section 8 Housing Choice Voucher program is a federal rental assistance program funded through the U.S. Department of Housing and Urban Development (HUD). For the program to be successful, a partnership must exist between HUD, the CDA, property owners and participants. Each month, over 2,200 individuals and families in Dakota County receive assistance with their rent payments through the program administered by the CDA.

DAKOTA COUNTY CDA

- Determines family's assistance level
- Issues Voucher to family
- Supplies family with Request for Tenancy Approval form (RTA)
- Approves rent and lease
- Performs Housing Quality Standards inspection
- Prepares Housing Assistance Payment (HAP) contract and sends to owner
- Issues housing assistance payment to owners
- Monitors ongoing family and unit eligibility

HUD

- Establishes program regulations
- Provides funding for rental assistance and administrative costs
- Monitors the CDA's compliance with program regulations

Owner

- Shows available unit
- Screens prospective tenant
- Approves tenant
- Completes RTA form
- Provides proposed lease
- Signs and returns HAP contract and lease addendum
- Enforces terms of lease
- Notifies CDA of all changes to lease
- Complies with terms of HAP contract, lease, and lease addendum

Participant

- Contacts owner for unit
- Expresses interest in renting unit
- Completes RTA form with owner (Returns RTA and lease to Dakota County CDA by the 15th of the month before assistance is to begin)
- Abides by lease terms
- Complies with terms of voucher, lease, and lease addendum

PROGRAM INFORMATION

SECTION HOUSING PROGRAM



Q. What is the Section 8 Housing Choice Voucher Program's basic purpose?

A. The basic purpose of the program is to offer expanded housing opportunities to low income individuals or families by subsidizing rents for units in the private market. It enables Section 8 participants to rent all housing types, throughout the County, and is designed to avoid a concentration of assisted housing.

Q. What does the Program offer to owners?

A. The CDA pays a portion of the rent each month. The program lessens the burden on the participant's budget for housing costs, helping them to better afford their rental portion, resulting in more consistent, timely and full payments to owners. Additionally an annual inspection of the unit helps to alert owners of required and/or recommended repairs; ideally, timely maintenance will reduce costly investments. And, although screening is the owner's responsibility, the CDA will provide a prospective owner with a participant's current and previous owner/manager name, address, and phone number. Ideally, complete reference information will aid the owner in efficient and effective screening processes.

Q. Who is eligible for the Program?

A. A family or an individual is eligible if their gross annual income does not exceed the federal income guidelines. Since Section 8 is a "tenant-based" program, assistance originates with the eligible family or individual, not a housing unit. Section 8 funding is limited and not everyone who qualifies for assistance can obtain a voucher. Many families are on waiting lists until funds are available.

Q. How does an owner get involved in the Program?

A. An owner becomes involved in the program when contacted by a participant with a Section 8 housing voucher from a housing authority.

The Section 8 participant looking for a rental unit will inform the owner that they have a voucher for rent assistance and will ask the owner if he/she is willing to participate in the program.

Q. Does the CDA screen individual's or families for the owner?

A. No. The CDA does not screen participants for rental/credit history. Screening and selection is the responsibility of the owner. The CDA recommends that the owner check references of all applicants (assisted and non-assisted) for past rental history. Information known to the CDA of the Section 8 participant's current and previous landlord will be provided to a prospective landlord.

PROGRAM INFORMATION

Q. *Can the Owner obtain additional information about the Section 8 participant from the CDA?*

A. Yes, if the Section 8 participant provides the CDA with a signed release of information.

Q. *Is an owner required to participate in the Section 8 Program?*

A. An owner has the same right of tenant selection with regard to Section 8 participants as other applicants. State and Federal laws prohibit housing discrimination based on race, color, creed, religion, sex, national origin, reliance on public assistance, marital status, familial status or disability.

Q. *What is the process if an owner has a rental unit he/she wishes to rent to a Section 8 Program participant?*

A. Owners can contact the CDA to provide unit information. Program participants looking for housing will be informed of the vacancy. Owners can also include in their newspaper rental ad that they accept Section 8 and/or they can advertise for free through the HousingLink at 612-520-9223 or online at www.housinglink.org.

Q. *What type of housing unit can be rented by the participant?*

A. Apartments, single family homes, duplexes, townhomes, condominiums and mobile homes are all eligible housing types.

Q. *How much rent can an owner charge for his/her unit?*

A. The owner decides how much to charge for his/her unit. The CDA will review the rent to determine whether it can be approved for the Section 8 participant. The CDA will approve the rent if: 1) it is reasonable when compared the other units of similar size, location, and quality, 2) it does not exceed rents the owner is charging unassisted tenants for comparable units in the same complex, and 3) it is affordable for the family requesting to rent the unit. At initial leasing, participants are restricted to units with rents that fall within the family's range of affordability. The affordability range is calculated individually for each family based on their income. Therefore, even if the rent for a unit is reasonable in general, it may not work for families with lower incomes.

Q. *How is the estimate for utilities paid by the participant determined?*

A. The estimate for tenant paid utilities (excluding telephone and air conditioning) is calculated by the CDA using average consumption data by bedroom size, structure type, energy source, and current utility rate information. This data is updated annually.



PROGRAM INFORMATION



Q. *When can the rent amount be changed?*

A. The owner may adjust the rent according to the owner's lease terms and with a 60-day written notice to the CDA.

Q. *How does the owner notify the CDA of a rent change?*

A. The owner may adjust the rent by providing the CDA with a 60-day written notice of the change sent attention to a CDA Housing Specialist.

Q. *How much of the rent does the Section 8 participant pay?*

A. The participant must pay the difference between the Section 8 assistance and the contract rent. Section 8 assistance is calculated using Payment Standards set by the CDA for each bedroom size. The Payment Standard reflects the average cost of rent plus an allowance for tenant-paid utilities (or gross rent). The maximum the CDA will pay is the applicable payment minus 30% of family income. If the family chooses a unit that rents for less than the Payment Standard they will pay 30% of their income toward housing. If they choose a unit that rents for more than the Payment Standard, they will pay more than 30% of their income toward the rent.

Q. *Will the CDA help a participant decide if they can afford the rent?*

A. Any time a participant first goes on the program or moves into a new unit, the CDA will inform them of the maximum rent the CDA will approve. The CDA cannot approve a rent amount that will cause the participant's portion to be more than 40% of their adjusted income when they first lease up with Section 8 or when they move to a new unit.

This affordability test does not apply to current program participants that do not move, even if the owner increases the rent.

Q. *What will cause the participant's or CDA's rent portion to change?*

A. Rent portions may change at the family's annual re-examination or mid-year due to a change in the payment standard, family's income, expenses, or composition and/or a change in the contract rent. The owner and the family will be notified, in writing, of any change in rent portions.

PROGRAM INFORMATION

Q. *What should an owner do if a participant seriously and/or repeatedly violates provisions of the lease?*

A. The CDA recommends problems with assisted tenants be handled in the same manner as those with unassisted tenants, and in accordance with state law. The CDA is not a party to the lease and does not have the authority or responsibility to intervene in or resolve problems.

The CDA further recommends the owner notify the family, in writing, of the violations, request the necessary change(s), and state a deadline for the change(s). Please forward a copy of the correspondence to the CDA.

When the CDA receives a copy of the lease violation notice, the CDA will notify the tenant that they are aware of the violation and inform the tenant if they are evicted, their Section 8 benefits will be terminated. The CDA will encourage the tenant to remedy the situation.

After written correspondence, if the family does not correct the problem, the owner can consider issuing a vacate notice. If the family complies with a written vacate notice, the CDA considers this a mutual termination of the lease, not an eviction.

If the family does not correct the problem, the owner can initiate a legal court eviction by contacting the County Clerk of Court and file an Unlawful Detainer. If the court judgement is in the owner's favor, the family may lose their Section 8.

The owner must notify the CDA, in writing, of the commencement of lease termination procedures. This can be done by furnishing the CDA with a copy of the tenant's vacate notice and/or Unlawful Detainer.

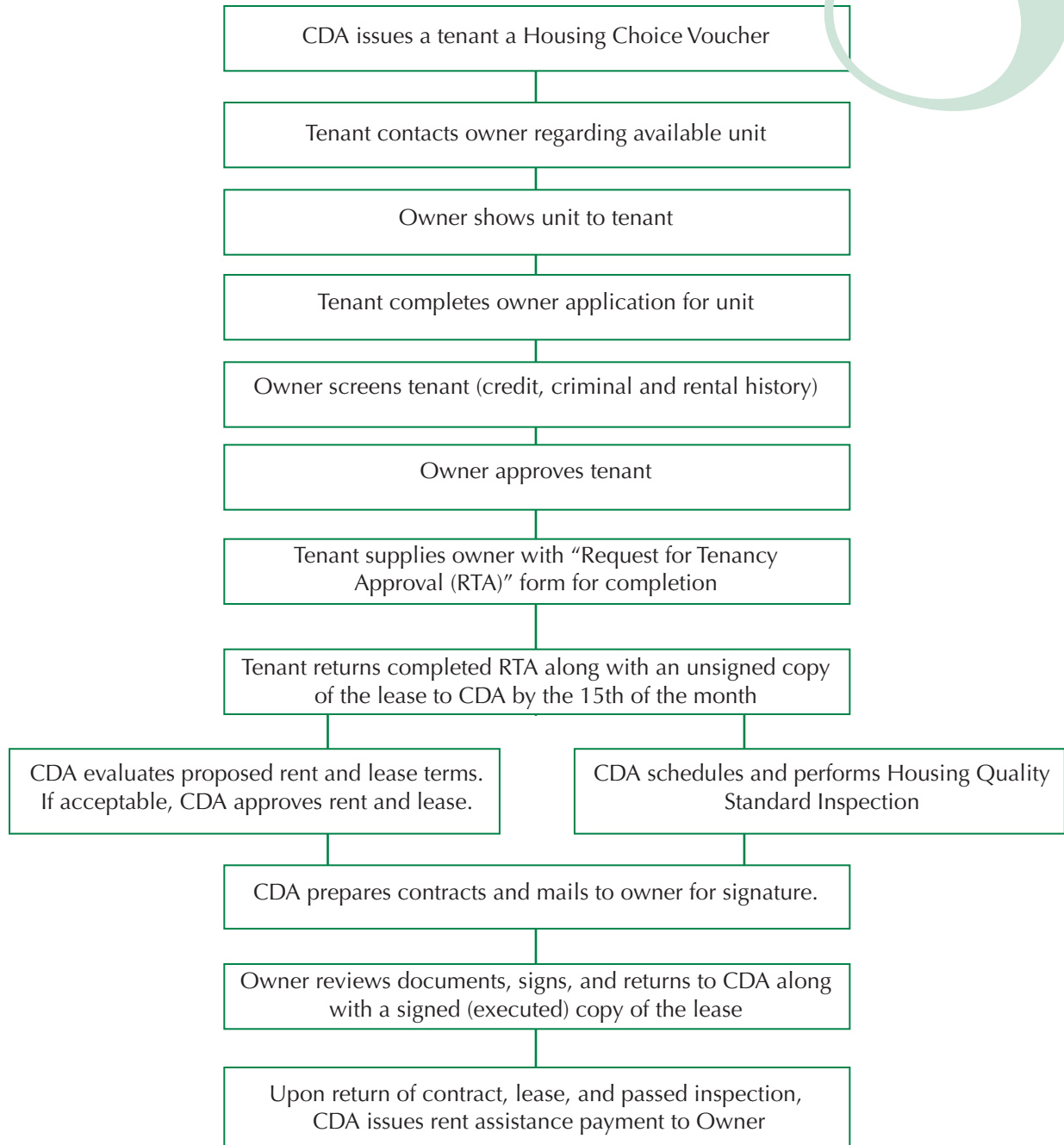
SECURITY DEPOSITS

Q. *How is the security deposit handled for Section 8 renters?*

A. The owner may collect the same security deposit amount from a Section 8 participating tenant as is collected from an unassisted tenant. The owner collects a deposit amount not more than that of private market practice and abides by state laws. The owner deals directly with the tenant in the event of damages, unpaid rent or vacancy loss. This allows the owner to more uniformly deal with tenants whether assisted or not.



STEPS TO ASSISTED TENANCY THROUGH THE SECTION 8 PROGRAM



INSPECTIONS

Q. *Is the unit inspected by the CDA and what is the purpose of the inspection?*

A. Yes, a unit must be inspected by the CDA to ensure the unit meets Federal Housing Quality Standards (HQS). The Housing Quality Standards were developed to ensure that housing assisted through the Program is “decent, safe and sanitary.” The unit is re-inspected annually.

Q. *Are there different types of inspections?*

A. Yes, all rental units must pass the Housing Quality Standards inspection before rental assistance can begin. Such inspections are called New/Move-in Inspections. The CDA also conducts an Annual Inspection. In response to complaints or concerns, the CDA might also conduct Special Inspections in addition to the Annual Inspections.

Q. *What is the process for a New/Move-in Inspection?*

A. The unit must pass inspection before rental assistance and payments can begin. All new/move-in inspections are scheduled to occur on the first of the month unless the Housing Inspector is able to conduct the inspection early. The unit can be inspected early if a) the Inspector has availability in his/her schedule and b) if the unit is vacant or c) if the assisted participant has already moved in. Owners should make sure they write on the RTA form when their unit will be available for inspection and to complete all repairs and turnover activity prior to the inspection.

Q. *What is the process for an Annual Inspection?*

A. The Housing Inspector will notify the Voucher participant by mail of the date and approximate timeframe (i.e. morning or afternoon) of the annual inspection. The participant is responsible for ensuring an adult (over 18) is available at the unit. An owner or manager can also let the Housing Inspector gain access to the unit, but the participant must provide written permission and make the arrangements.

Q. *Will any of the types of inspections affect my Housing Assistance Payment?*

A. For New/Move-in Inspections, rent assistance cannot begin until the unit passes inspection. Housing Assistance Payments are not retroactive, so the unit must pass inspection on or before the first in order for the CDA to be able to pay the entire amount of assistance. For Annual or Special Inspections, the unit must pass inspection by a particular due date. Annual Inspections are scheduled to occur approximately 40 to 60 days in advance of the annual renewal date and all units must pass before this pre-set date. If the inspection fails or has not occurred by the due date, the Housing Assistance Payment is stopped and will not be retroactive. The CDA recommends owners mark their calendars in advance in order to complete all repairs prior to the Annual Inspection. If the unit fails for either an Annual or Special Inspection, a list of repairs will be provided in a letter to the owner. For both Annual and Special Inspections, an owner will be given 30 days or less to complete the repairs and pass inspection.



INSPECTIONS

Q. What if a unit “fails” the inspection?

A. Under Federal regulations, a unit either “passes” or “fails”. Any item that does not meet the standards will cause the unit to fail. The owner will be notified, in writing, if the unit “fails”. The owner determines whether he/she is willing to make the repairs and informs the tenant and CDA of this decision.

If the owner elects not to make the repairs, the family must choose another unit to receive assistance.

Q. What happens if the unit fails the inspection due to tenant-caused violations of the standards?

A. The tenant is responsible for HQS violations caused by the following:

- Tenant failure to pay for tenant-supplied utilities;
- Tenant failure to provide and maintain tenant-supplied appliances;
- Damage caused by the tenant or tenant’s visitor to unit or premises.

The Dakota County CDA may terminate assistance to a tenant for tenant-caused HQS violations.

If a tenant fails to correct any tenant-caused deficiencies within a specified timeframe, the HAP contract must be terminated.



Control # _____

INSPECTION FORM: SECTION 8 EXISTING HOUSING
(Used in conjunction with: OMB 2577-0169, HUD 52580-A)

1st Scheduled Inspection Date: _____ 2nd Scheduled Inspection Date: _____ 3rd Scheduled Inspection Date: _____

Date Available For Inspection (Move-ins Only) _____

Requested By: _____

Size (BR): 0 1 2 3 4 5 Rent: \$ _____ Util.: \$ _____

A. GENERAL INFORMATION:

Type Inspection:

Number of rooms that could be used for sleeping: _____

Pre-Inspection Certificate Shelter Plus Care

Initial — Lease in Place Voucher RAFS

Initial — Move In Mod Rehab Homeless Program

Re-Exam — Lease in Place MAX 200 Other (Specify) _____

Re-Exam — Move In Bridges

Type Housing:

Year Constructed _____

Manufactured Home Condominium

Single Family Congregate

Duplex / 2 Family Cooperative

Apartment Building Individual Group Residence

Town / Row House Single Room Occupancy

Tenant Information:

Number of children in family under age of 6: _____

Number of children in family with Elevated Blood Lead Level: _____

TENANT CODE: 01 03 06 09 00

Tenant: _____ # of Adults: _____ Owner: _____

Address: _____ Apt # _____ Address: _____

City: _____ Zip _____ City: _____

Phone: _____ Work: _____ Phone: _____ Zip _____

Date of Request: _____ Date of Lease: _____

B. CHECK LIST

1. LIVING ROOM		P		F		I		4. OTHER ROOMS		P — PASS		F — FAIL		I — INCONCLUSIVE			
1.1	Living Room Present?																
1.2	Electricity																
1.3	Electrical Hazards																
1.4	Security																
1.5	Window Condition																
1.6	Ceiling Condition																
1.7	Wall Condition																
1.8	Floor Condition																
1.9	Lead Paint																
2. KITCHEN		P		F		I		5. SECONDARY		P		F		I			
2.1	Kitchen Area Present?							5.1	None (Go To 6)								
2.2	Electricity							5.2	Security								
2.3	Electrical Hazards							5.3	Electrical Hazards								
2.4	Security							6. BUILDING		P		F		I			
2.5	Window Condition							6.1	Foundation Condition								
2.6	Ceiling Condition							6.2	Stairs / Rails / Porches								
2.7	Wall Condition							6.3	Roof / Gutters								
2.8	Floor Condition							6.4	Exterior Surfaces N/A ()								
2.9	Lead Paint							6.5	Chimney								
2.10a	Stove / Range-Oven ()							6.6	Lead Paint Exterior								
2.10b	Microwave							6.7	Tie Downs N/A ()								
2.11	Refrigerator							7. HEATING / PLUMBING		P		F		I			
2.12	Sink							7.1	Heating Equipment ()								
2.13	Food Storage / Prep Area							7.2	Safety								
3. BATHROOM		P		F		I		7.3	Ventilation / Cooling								
3.1	Bathroom Present?							7.4	Water Heater ()								
3.2	Electricity							7.5	Water Supply								
3.3	Electrical Hazards							7.6	Plumbing								
3.4	Security							7.7	Sewer Connection								
3.5	Window Condition							8. HEALTH AND SAFETY		P		F		I			
3.6	Ceiling Condition							8.1	Access To Unit								
3.7	Wall Condition							8.2	Exits (Fire)								
3.8	Floor Condition							8.3	Infestation — Evidence								
								8.4	Garbage / Debris								
								8.5	Refuse Disposal								
								8.6	Stairs / Halls — Common								
								8.7	Interior Hazards								
								8.8	Elevators N/A ()								
								8.9	Air Quality Interior								
								8.10	Site & Neighborhood								
								8.11	Lead Paint Certification								
								8.12	Smoke Detector(s)								
								A	Each Level? N/A ()								
								B	Hearing Impaired? N/A ()								
								SUMMARY DECISION ON UNIT		(Circle One)		PASS		INCONCLUSIVE		FAIL	
								EXPLANATION OF FAIL RATING OR COMMENTS:									

OVERVIEW OF HOUSING QUALITY STANDARDS

The federal regulations for the program stipulate that each unit shall meet basic "Performance Requirements" with respect to the following:

Sanitary facilities	Food preparation and storage space
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

SOME SPECIFICS

Each DWELLING UNIT must have a minimum of a living room, kitchen area, bathroom and one living/sleeping room for every two family members. The unit must also be free of insect or rodent infestation.

The BATHROOM must have a flush toilet, fixed basin and a tub or shower with hot and cold water, an operable window or fan vented to the outside, and a ceiling or wall type light fixture.

The KITCHEN must have a stove or range, a refrigerator, a sink with hot and cold water, space for storage, preparation, and serving of food, facilities for sanitary disposal of food wastes, a ceiling wall type light fixture and one outlet.

The LIVING/SLEEPING ROOM(S) must have two outlets or one light and one outlet and an operable window large enough to be used as an emergency exit.

CEILINGS, WALLS, FLOORS, WINDOWS must be in good condition. There can not be any large cracks or peeling and/or chipped paint or plaster. Windows must open and close, must have screens, cannot have cracked, broken or missing panes, and if accessible from the outside, must be lockable.

PORCHES, BALCONIES, DECKS which are more than 30 inches above ground must have a rail 36 inches high. All stairs (interior or exterior) with four or more steps must have a handrail.

SMOKE DETECTOR(S) must be present and functioning near each sleeping area and on each level of the dwelling unit regardless of whether there are bedrooms on the level.

The SITE AND NEIGHBORHOOD must be free from conditions which could endanger the health, life and/or safety of residents.

DETERIORATED PAINT - If the unit was built before 1978 and if the family has children under age six (6), then all interior and exterior surfaces must not have any deteriorated paint. If deteriorated paint is present, it must be fully repaired, repainted, and in some cases it must pass a lead dust clearance test. Owners also have the option to hire licensed and certified personnel to first test the unit and property for the presence of lead hazards.

Most Common Fail Conditions

Nonfunctioning smoke detectors	Missing or cracked electrical switch plate and outlet covers
Peeling and/or chipping exterior and interior paint	Cracked and/or broken window panes
Burners on kitchen stove/range not operating as designed	Inoperable bath fan
Leaking faucets/plumbing	Railings on four or more steps not present
Carpet and vinyl conditions - safety issues	Torn or missing screens

FORMS

In an effort to make this Handbook more readable, samples of some of the documents and forms used in the administration of the program have been reproduced in reduced size. If you would like to review the actual documents (contracts, tenancy addendum, etc.) please call the CDA and request an Owners Document Packet.



Q. Whose lease document is used?

A. Owners use their own lease and the HUD required tenancy addendum.

If you do not have a model lease, the CDA encourages you to use the Minnesota Multi-Housing Association (MHA) Model lease. The CDA requires an initial lease term of 12 months. The owner may terminate tenancy per the lease terms without cause at the end of the initial lease term or at the end of a successive renewal term.

The lease is a legal document between the owner and tenant. The CDA is not a party to the lease.

Q. What is the HUD required tenancy addendum?

A. The tenancy addendum ensures that the owner lease does not conflict with Section 8 program regulations. The addendum adds information regarding the assisted tenancy and generally explains how the program interfaces with the existing lease.

**Tenancy Addendum
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**
(To be attached to Tenant Lease)

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

- Section 8 Voucher Program**
 - The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
 - The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.
 - During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
 - Rent charged by the owner for comparable unassisted units in the premises.
- Lease**
 - The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
 - The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict of the lease, the language of the tenancy addendum shall control.
- Use of Contract Unit**
 - During the lease term, the family will reside in the contract unit with assistance under the voucher program.
 - The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
 - The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profitmaking activities incidental to primary use of the unit for residence by members of the family.
 - The tenant may not sublease or let the unit.
 - The tenant may not assign the lease or transfer the unit.
- Rent to Owner**
 - The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
 - Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- Family Payment to Owner**
 - The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
 - Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
 - The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
 - The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
 - The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
 - The owner must immediately return any excess rent payment to the tenant.
- Other Fees and Charges**
 - Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
 - The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.

Replaces form HUD-52641-L
Page 1 of 3
form HUD-52641-A (10/99)
ref Handbook 7420.8

FORMS

Q. What is a Request for Tenancy Approval?

A. The Request for Tenancy Approval (RTA) is a form that the family initially provides to the owner. The owner completes it with information about the unit regarding size, rent, availability, address, and utility responsibilities. The family returns it to the CDA. The form provides the CDA with information necessary for scheduling of the inspection and the preparation of lease addendum and contract documents.

The RTA is not legally binding, however, we ask that owners not complete the RTA until they have screened the applicant and plan to enter into a lease with the family.

Q. What happens after the Request for Tenancy Approval is returned to the CDA?

A. The Housing Specialist will review the form and request an inspection. The owner and tenant will be notified if there are questions or problems with the proposed leasing arrangements, the inspection, or the proposed rent amount.

When the CDA has all the necessary information, the tenancy addendum and contract documents will be prepared and mailed to the owner. It is the owner's responsibility to ensure the documents are signed and returned promptly, along with a copy of the executed lease, to enable the CDA to make a timely payment to the owner.

CDA Dakota County
Community Development Agency
1228 Town Centre Drive
Eagan, MN 55123
Phone 651-675-4400 Fax 651-675-4444

HS/PS _____

Deadline: This form is due by the 15th of the month prior to the month that housing assistance is scheduled to begin.

Request for Tenancy Approval
Housing Choice Voucher Program
US Department of Housing and Urban Development
Office of Public and Indian Housing

CDA Approval No. 2077-0189 (Rev. 9/30/2002)

Address of Unit: (street address, apartment number, city, state & zip code)		Lease begins:	# of bedrooms:
Proposed Rent: \$	Security deposit: \$	Year Built:	Square Footage:
Lease Term: ___ month-to-month ___ 6 month ___ 12 month ___ other	Renewal Term: ___ month-to-month ___ 6 month ___ 12 month ___ other	Rent Special? Yes ___ No ___	Date Available for Inspection:
Type of House/Apartment: <input type="checkbox"/> Single Family <input type="checkbox"/> Duplex <input type="checkbox"/> Apartment Building <input type="checkbox"/> Mobile Home <input type="checkbox"/> Townhouse, number of attached units ___ <input type="checkbox"/> other			
If the unit is subsidized, indicate type of subsidy: <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221 (d)(3)(B)(MIR) <input type="checkbox"/> Section 236 (Insured or noninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> HOME <input type="checkbox"/> Tax Credit <input type="checkbox"/> Other _____			

UTILITIES PAID BY TENANT: Please X those paid by tenant and circle the type of energy source:

___ HEAT (circle source)
 Gas
 Electric
 Bottle Gas
 Fuel Oil

___ WATER HEATING (circle source)
 Gas
 Electric
 Bottle Gas
 Fuel Oil

___ COOKING FUEL (circle source)
 Gas
 Electric
 Bottle Gas
 Fuel Oil

___ LIGHTS, REFRIGERATION, AND MISCELLANEOUS ELECTRICITY

___ WATER

___ TRASH

___ SEWER

Does the Tenant provide the Stove? ___ Y ___ N

Does the Tenant provide the Refrigerator? ___ Y ___ N

AMENITIES: Please X The available amenities:

Basic:
 Blinds/Drapes
 Carpet
 Air Conditioning
 ___ Wall Unit
 ___ Central Air
 Cable TV
 Deck/Patio/Balcony
 Elevator
 Fireplace
 Intercom/Spec. System
 In unit sprinkler system
 Additional bathrooms
 Pets allowed
 ___ Pet Deposit \$ _____

Unit Extras:
 Range
 Refrigerator
 Dishwasher
 Garbage Disposal
 Microwave
 Washer/Dryer
 ___ Not in unit
 ___ Hook up in unit

Activity Facilities:
 Exercise Room
 Game Room
 Party Room
 Play Area
 Basketball/Volleyball
 Picnic/Barbecue
 Racquetball/Handball
 Sauna/Steam Room
 Tennis Courts
 Swimming Pool
 Whirlpool

Services within 1 Mile:
 Bus
 Medical Facilities
 Schools
 Shopping

Medical:
 On site Medical Services
 Handicap Access Units
 On-site Social Services

Garage:
 Outlets for car heaters
 Garage included in rent
 Garage not in rent

\$ _____ Garage Charge
 Attached garage
 Detached garage
 Underground garage

REQUIREMENTS:

- The CDA has not screened the family's behavior or suitability for tenancy. Tenant screening is the owner's responsibility.
- The CDA will review the proposed rent according to the program guidelines, such as the rent must be reasonable in comparison with unassisted units.
- The CDA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.
- The CDA cannot approve a tenancy if the total family contribution for rent and utilities exceeds 40% of their monthly adjusted income.
- The owner's lease must include word for word all provision of the HUD tenancy addendum. The owner must provide a copy of the executed lease to the CDA.



FORMS

Q. What is the Housing Assistance Payment Contract?

- A. This is the contract between the Owner and the CDA. It guarantees that the CDA will pay its portion of the rent provided the owner performs his/her responsibilities under the lease and contract.

The CDA strongly recommends that the owner read the contract in its entirety, and be familiar with all provisions of the contract.



**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

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

Part A of the HAP Contract: Contract Information
(To prepare the contract, fill out all contract information in Part A.)

- Contents of Contract**
This HAP contract has three parts:
Part A: Contract Information
Part B: Body of Contract
Part C: Tenancy Addendum
- Tenant**
- Contract Unit**
- Household**
The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- Initial Lease Term**
The initial lease term begins on (mm/dd/yyyy): _____
The initial lease term ends on (mm/dd/yyyy): _____
- Initial Rent to Owner**
The initial rent to owner is: \$ _____
During the initial lease term, the owner may not raise the rent to owner.
- Initial Housing Assistance Payment**
The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$ _____ per month.
The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

Previous editions are obsolete

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form HUD-52641 (10/99)
ref Handbook 7420.8

PROCEDURES

Q. *When does the CDA mail rent payments?*

A. The CDA mails rent payments on the first working day of the month.

The owner may receive payment late the first month of assisted occupancy due to delayed processing affected by the completion of the inspection and return of leasing documents.

Q. *What should an owner do if he/she has a question about the amount of or receipt of a payment?*

A. Contact the CDA staff person assigned to the family. His or her name will appear on the paperwork received from the CDA. The position title is Housing or Program Specialist.

Q. *How often does the CDA meet with program participants to review their situations and redetermine their rent responsibilities?*

A. At least once annually the CDA re-certifies participant's income and redetermines rent. This process is called the annual re-examination. The CDA begins the process approximately 90 to 120 days prior to the annual renewal date.

Q. *What is the process if a participant wants to move to another unit within the same building/complex or another building/complex?*

A. The tenant is required to give the CDA at least a proper 60 day notice of its intention to move. The CDA must re-calculate rent portions, execute new documents, and inspect the new unit. The CDA's contract with the owner is unit-specific and may not be transferred to a different unit. If the CDA is not notified of a unit transfer in advance, assistance payments may have to be recaptured if issued under an old contract to an old unit.



PROCEDURES

Q. *How does the CDA handle issues related to outstanding claims against a participant at lease termination?*

A. The amount of security deposits are not regulated by program rules. Contracts between the CDA and landlords do not include provisions for damage and/or vacancy loss claims. Landlords may collect security deposits from Section 8 participants that are up to, but not greater than, the amount they would collect from a private market, unassisted tenant.

This is intended to have the following benefits:

- eliminates one distinction between Section 8 tenants and private market tenants thereby encouraging broader participation by owners,
- provides the owners with a stronger motivation to screen Section 8 applicants the same as private market applicants and to check for damages to the unit prior and during the tenancy,
- reinforce the incentive for a family to take care of the unit before and during the assisted tenancy.

Q. *What happens if a participant “skips” or vacates a unit in violation of their notice requirements?*

A. Assistance for participants who leave their unit in violation of their lease term will be terminated from the Section 8 Program. Please notify the family’s Housing Specialist of this event. The full housing assistance payment may be retained by the owner for the month in which the family moves, however, the Housing Assistance Payment contract then automatically terminates.

Q. *What should an Owner do if he/she suspects a fraudulent situation regarding the income or household composition of a participant?*

A. Contact a Housing Specialist at the CDA. The information will be referred to an investigator. The CDA is serious about preventing any fraud or abuse in the program. We ask for owners’ and managers’ help.



OWNERSHIP CHANGES

To ensure continuing and timely payments, owners must notify the CDA when the ownership of properties participating in the Section 8 Program changes. The owner must sign a Contract Amendment which transfers the rights and obligations of the Contract to the new owner and the new owner must sign the form agreeing to comply with the terms and conditions of the Contract.

Additionally, owners should notify the CDA of an owner's change of mailing address and/or a change in management company.

SECTION 8 HOUSING PAYMENTS PROGRAM
CONTRACT AMENDMENT
OWNERSHIP CHANGE

The Housing Assistance Payment Contract/Housing Voucher Contract entered into between the Owner, _____ and the Dakota County HRA on behalf of the Family _____ * for the unit located at _____ * is amended effective _____, 19____ as follows:

The Owner is changed from:

"Old" - Name _____
Check Address _____

to:

"New" - Name _____
Check Address _____

This amendment is in accordance with the terms and conditions of the Contract with respect to a transfer of the Contract. This amendment shall be attached to and made a part of the Contract. All other covenants, terms, and conditions of the original Contract will remain the same. All parties agree that no rent assistance payments will be issued until this amendment has been fully executed.

Signatures:

"Old" Owner: _____
Print/Type Name _____
Signature _____ Date _____
Official Title _____

I agree to comply with all terms and conditions of the Contract.

"New" Owner: _____
Print/Type Name _____
Signature _____ Date _____
Official Title _____

OTHER PROGRAMS

As Dakota County has grown, so has its need for affordable housing options. In addition to the Section 8 Housing Choice Voucher Program, the CDA administers and offers several other rent subsidy programs.

BRIDGES

Bridges is a state (MHFA) funded program designed to provide rental subsidies to households where at least one adult member is mentally ill. The program is a partnership of housing subsidy and supportive service to foster integration into the community. The assistance is provided while the person is waiting for permanent federal housing assistance. The monthly rent assistance is the difference between the monthly rent and 30% of the families gross monthly income.

SENIOR SHORT TERM RENTAL ASSISTANCE PROGRAM (MAX 200)

This locally designed rent assistance program is for senior citizens age 55 years and older who do not have sufficient income to pay for market rental housing without seriously limiting their ability to pay for other essentials. The monthly rent assistance payment equals the difference between the rent and 30% of the family gross monthly income not to exceed a maximum of \$200/month.

SHELTER PLUS CARE

Shelter Plus Care is a HUD program designed to provide rental assistance, in connection with supportive services, to homeless persons with disabilities. The program is a collaborative effort with the Dakota County Community Services Department which coordinates an array of community-based services to meet each participant's individual needs. Housing assistance payments for this program are equal to the gross rent minus 30% of the participants adjusted income.

PROJECT-BASED SECTION 8

The CDA has a 75 unit allocation for Project-Based Section 8 Assistance (PBA). Owners who participate with a PBA program commit a specified number of rental units for a specified amount of time. Interested parties should contact the Assistant Director of Housing Assistance for more information about any current requests for proposals and the application process.

OTHER

Additionally, Dakota County Social Services, the Community Action Program (CAP) Agency, and Mental Health Resources, Inc. also provide rental subsidies to families and individuals in Dakota County. Please contact these agencies directly if issues arise involving families assisted by these agencies.

OTHER RESOURCES

Owner/Tenant Conflict Resolution

Dispute Resolution Center
974 7th Street West
St. Paul MN 55102
(651) 292-7791

Landlord/Tenant Rights Information

Minnesota Attorney General's Office
1400 NCL Tower
445 Minnesota Street
St. Paul MN 55101
(651) 296-3353
1-800-657-3787
TTY (651) 297-7206

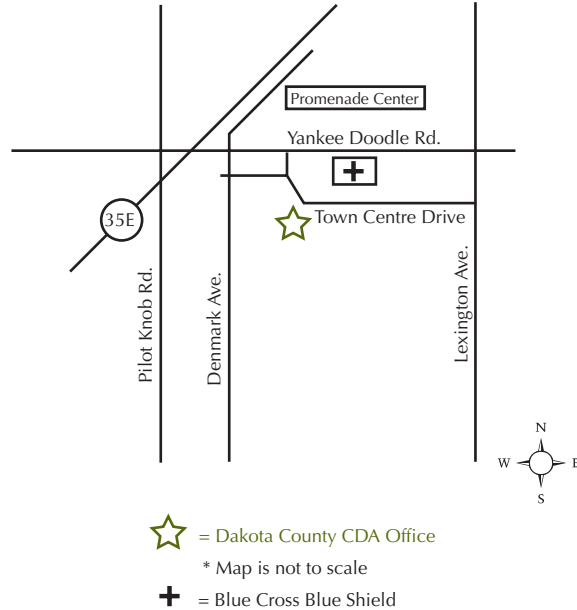
Office of Fair Housing and Equal Opportunity
Department of Housing and Urban Development
451 7th Street SW
Washington DC 20410
1-800-669-9777

Property Management Information and Assistance

Minnesota Multi-Housing Association
8030 Old Cedar Avenue, Suite 202
Bloomington MN 55425
(952) 854-8500
Landlord/Tenant Information Hotline
(952) 858-8222

DIRECTIONS TO CDA'S OFFICE

Building Address:
1228 Town Centre Drive
Eagan, MN 55123



From the north

I-35E traveling South
Take CR-28/Yankee Doodle Road exit
Turn left onto Yankee Doodle Road
Turn right onto Yankee Place
Yankee Place becomes Town Centre Drive
The CDA building will be on the right

From the west

From Interstate 494 traveling East
Take 35E South into Eagan
Take the CR-28/Yankee Doodle Road exit
Turn left onto Yankee Doodle Road
Turn right onto Yankee Place
Yankee Place becomes Town Centre Drive
The CDA building will be on the right

From the south

I-35E traveling North
Take CR-31/Pilot Knob exit
Turn left onto Pilot Knob Road
Turn right onto Yankee Doodle Road
Turn right onto Yankee Place
Yankee Place becomes Town Centre Drive
The CDA building will be on the right

From the east

From Interstate 494 traveling West
Take 35E South into Eagan
Take the CR-28/Yankee Doodle Road exit
Turn left onto Yankee Doodle Road
Turn right onto Yankee Place
Yankee Place becomes Town Centre Drive
The CDA building will be on the right

CDA Dakota County
Community Development Agency
.....

1228 Town Centre Drive
Eagan, Minnesota 55123
Main Telephone: 651-675-4400
Main Fax: 651-675-4444



EQUAL HOUSING
OPPORTUNITY

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