

Public Housing Division

Voucher Programs Owner Handbook



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Alaska Housing Finance Corporation (AHFC) appreciates your willingness to become a partner in our mission to provide safe and decent housing for Alaskans. Thank you for taking the time to become familiar with our program.

The purpose of the voucher is to help low-income families live in private-market housing in Alaskan communities using a rental subsidy paid directly to you, the owner. Throughout this policy:

- The term “voucher” is used as a general term for vouchers.
- The term “owner” is used as a general term for an owner, property owner, an owner’s agent, or a landlord.
- The term “HAP Contract” is used as a general term for a Housing Assistance Payments Contract or a Rental Assistance Contract.

1. Fair Housing

It is the policy of AHFC to comply fully with all federal, state, and local nondiscrimination laws. As an owner, you are responsible for complying with all applicable Federal Fair Housing requirements.

No person shall on the grounds of age, race, color, sex, religion, national or ethnic origin, familial status, disability, sexual orientation, gender identity, or marital status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under AHFC housing programs.

1.A Discrimination Complaints

Any time a person feels that he or she has been discriminated against while participating in housing-related activities, the person may:

- Call HUD’s Fair Housing and Equal Opportunity office at (800) 669-9777 to file a complaint;
- Visit HUD’s web site at www.hud.gov and click on the link to File a Fair Housing Discrimination Complaint.

1.B Reasonable Accommodation

A reasonable accommodation is a change, exception, or adjustment to a housing program, service, or dwelling unit that allows a qualified person with a disability to participate fully in an AHFC housing program (the person can be an owner or tenant). In order to request a reasonable accommodation, a person must first meet the Fair Housing definition of a person with a disability. The Fair Housing definition of a person with a disability is a person who:

- Has a physical, mental, or emotional impairment that substantially limits one or more of the person’s major life activities;
- Has a record of such impairment; or
- Is regarded as having such an impairment.

Please contact the local AHFC office for information and assistance with the reasonable accommodation process.

1.C Is an Owner Required to Participate in these Programs?

By itself, possession of a voucher does not constitute a “protected class.” An owner may or may not choose to rent to a family with a voucher. An owner that accepts a voucher family is not obligated to accept any additional voucher families.

2. Voucher Programs

The President and Congress have made the voucher a key element in America’s housing policy. The rental subsidy enables families to locate housing close to jobs, schools, and services. The subsidy results in more consistent, timely, and full payment of rent to owners. Inspections of the unit, required by law, help alert owners to necessary repairs – ideally resulting in timely maintenance and reduced costs.

AHFC receives funding from the U.S. Department of Housing and Urban Development (HUD) for the program, and its regulations are found at 24 CFR 982. As a Moving to Work agency, AHFC may ask HUD for certain exemptions from HUD regulations for the program. We highlight some of those rule changes in this handbook.

In the voucher program, there is a three-way relationship between AHFC, the Owner, and the Family:

- AHFC and the Family are connected through the voucher
- AHFC and the Owner are connected through the HAP Contract
- The Family and the Owner are connected through the Lease Agreement

2.A AHFC’s Role

AHFC is the only public housing agency in the state of Alaska. As such, AHFC has jurisdictions throughout the state that administer the voucher program. Voucher assistance is available in the communities and corresponding jurisdictions listed below.

Community	Community
Anchorage	Mat-Su Borough
Fairbanks	Petersburg
Homer	Sitka
Juneau	Soldotna
Ketchikan	Valdez
Kodiak	Wrangell

AHFC is assigned a fixed number of vouchers from HUD with a specific budget attached. AHFC cannot spend more money than it gets and is responsible for selecting families from its waiting lists to fill available vouchers. AHFC also has the following responsibilities:

- Determining family eligibility for the program
- Inspecting units to ensure they meet Housing Quality Standards (HQS)
- Distributing rental assistance to owners for eligible units
- Providing a family’s current and prior address and the family’s current or prior owner’s address (if known) upon request by a prospective owner

- Conducting regular examinations of family income and composition to determine continuing eligibility for the voucher program
- Providing information on AHFC policies and procedures to families and owners
- Encouraging owners of rental housing to participate in the voucher program
- Resolving complaints through AHFC's complaint, hardship, or grievance procedures

2.B Owner's Role

As part of the leasing process, AHFC signs a HAP Contract with the owner. The HAP Contract details the owner's responsibilities under the program and lists certain tenant protections. In general, owners are responsible for:

- Performing all management and rental functions for the unit including tenant screening, lease enforcement, collection of rent and the security deposit, maintaining the unit in accordance with HQS, and abiding by all appropriate tenancy laws and local codes.
- Abiding by the terms of the HAP Contract.

AHFC recommends that owners check references of all potential tenants for past rental history. AHFC may disclose the following information to potential owners, upon request:

- The family's current address.
- The names and addresses of the current and prior known owners.

2.C Family's Role

As a voucher program participant, the family must remain in compliance with voucher program rules as well as requirements under their lease agreement. Family obligations in the voucher program are listed at 24 CFR 982.551.

2.C.1 Adding a Household Member

Except for birth or adoption, a family must first get approval from AHFC before moving any person into the unit. If the new household member is 18 or older, the owner must approve the addition to the unit. AHFC must receive a copy of the written approval from the owner.

2.D Fraud

Committing fraud is a criminal offense under federal and state laws. AHFC will investigate reports of fraud and abuse of the rental assistance program by either an owner or tenant. The investigation process includes, but is not limited to, the review of public records, credit reports, police records, records in the Department of Labor and Division of Public Assistance databases, and tax returns.

2.E Notices Between Family and Owner

The owner and tenant should provide important notifications to each other in writing.

- For moves, notices must be in writing and in accordance with the deadlines described in the lease agreement. Families are responsible for providing a copy of the notice to AHFC.
- An owner must provide a copy of all lease violation and termination of tenancy notices to AHFC. For specific types of violations or terminations, see the Terminations section.

3. The Voucher

The voucher is a contract between the family and AHFC stating the family is eligible to receive housing assistance. The rental assistance is tied to the family, rather than the unit. This means that if the family chooses to move, the rental assistance moves with them.

3.A How the Voucher Works

When a family finds a unit:

- AHFC verifies the family is eligible to lease the unit.
- AHFC inspects the unit to make sure that it meets HUD's Housing Quality Standards (HQS). See the HQS section in this handbook.
- The family contracts with the owner to lease the unit.
- AHFC contracts with the owner to help pay the rent for the unit.

Once leased, the family makes its monthly payment to the owner, and AHFC makes its monthly payment to the owner. Together, these payments equal the rent of the unit.

3.B Time-Limited Assistance

Several of AHFC's vouchers have time limits attached to the rental assistance. Vouchers with limits are listed below.

Voucher	Time Limit
Empowering Choice Housing Program (ECHP)	Three years
Making A Home Program	Three years
Returning Home Program	Two years
Step Program	Five years

A family that reaches the end of an assistance program is not required to move from the unit. The owner and family may continue the tenancy without assistance.

3.C How Does an Owner Become Involved in the Program?

An owner may wish to list or post vacancies at a local AHFC office, but it is not required. A voucher holder may contact you about a vacancy and ask if you will accept the voucher.

4. Family Search for Housing

In the voucher program, the family decides which housing type best fits their needs and budget. This process is called Shopping. See the Housing Quality Standards (HQS) Requirements exhibit.

4.A Units Not Eligible

The following unit types are not eligible under the voucher program:

- A privately-owned Section 8 Project-Based subsidized unit
- A unit occupied by the owner
- A unit owned by an immediate family member (parent, child, grandparent, grandchild, sister, or brother). An exception may be requested for a unit with features that accommodate an individual with a disability.

- A nursing home or medical facility
- A college or other school dormitory
- A unit on the grounds of a public or private penal, medical, or mental institution

4.B Information to Owners

When requested, AHFC will provide owners with each family's current and prior address. AHFC will also provide owners with the name and contact information for each family's current and prior owner (if known).

5. The Leasing Process

When the family finds a unit they wish to rent, the family, owner, and AHFC will follow the steps below.

1. Along with the owner, the family will complete and sign all necessary forms in the Landlord Papers packet.
2. The family and/or the owner must return the packet along with a copy of the proposed lease to AHFC. Include any house rules, furniture, or other rental agreements.
3. AHFC will evaluate the paperwork to make sure that the rent appears to be reasonable when compared to other similar unassisted units.
4. AHFC will schedule an inspection of the unit.
5. The family will tell the owner the date and time of the inspection.
6. The family, AHFC, and the owner will attend the inspection of the unit.
7. If the unit passes the inspection, all paperwork is signed to begin rental assistance.

5.A Landlord Papers

This packet contains all the paperwork necessary for AHFC to collect information about the unit and the owner. The family may return the entire packet or a part of the packet to AHFC. If the owner does not wish the family to return the paperwork containing the owner's tax identification information, the owner may send that paperwork directly to AHFC. AHFC will not schedule an inspection until the entire packet is returned.

5.A.1 HAP Contract

The HAP Contract in the Landlord Papers packet is for the owner to keep and read.

- Part A of the HAP contract is completed by AHFC from information provided by the owner and signed when the inspection is complete.
- Part B is the body of the contract as it relates to the AHFC/owner partnership.
- Part C is the "Tenancy Addendum," an amendment to the owner lease. It spells out protections provided to the owner and tenant under the rental assistance program. Under certain programs, this part may be called a Lease Addendum.

5.A.2 Property Ownership Verification

This document identifies the property owner and management agent, if applicable. This document also collects the direct deposit payment information for an owner. As a reminder,

AHFC will issue IRS 1099 information to the payment recipient in accordance with the tax information provided on the W-9.

5.B The Lease

The lease is a contract between the family and the owner. AHFC is not a party to the lease. The lease must comply with the Alaska Uniform Residential Landlord and Tenant Act (Alaska Statute 34.03). If you have questions about what the law requires, you can find a full copy of the Alaska Act on AHFC's website at www.ahfc.us.

5.B.1 Minimum Lease Requirements

The lease must include:

- the name of the owner,
- names of all household members,
- the unit address,
- the initial term of the lease (start and end date) and any recurring term,
- responsibilities for payment of utilities for both parties,
- the monthly amount of the rent, and
- spaces for both the owner and tenant to sign.

5.B.2 The Initial Lease Term

Federal regulations require an initial lease term of one year. The initial term of the lease will match the effective date of the HAP contract. AHFC may approve a shorter lease to help a family secure housing in areas where a shorter lease term is the prevailing practice. After the initial term, the family and the owner are free to negotiate the recurring lease term (i.e., month-to-month, 6 months, etc.).

For leases that begin on any day other than the first day of the month, the end date will be the last day of the month. For example, a lease and HAP contract beginning on April 5 will end on April 30 of the following year.

A family and owner are provided with special protections during the initial term of the lease. These are specified in the Tenancy or Lease Addendum, which is attached to all leases.

5.B.3 Security Deposit

Families with a voucher pay the same security deposit as families not receiving housing assistance. By law, that amount may not exceed two month's rent.

5.B.4 Tenant-Paid Expenses

The lease may contain other expenses allowed under Alaska law. These may include: security deposit, supplemental agreements for items like furniture, parking space rental, or cable or Internet services. Copies of any supplemental agreements must be provided to AHFC along with the lease.

5.B.5 Prohibited Actions

- The owner and family may not have any additional agreements outside of the lease for additional rent or utility charges. This includes verbal agreements to pay more for a unit than what is listed in the lease.
- The lease may not include charges for services like health care providers, food programs, or chore services in the rent charge. These charges must be listed separately.

5.C Tenancy or Lease Addendum

The Tenancy or Lease Addendum is attached to the lease and amends it to comply with federal requirements. It provides protections to the family and owner during the term of the lease. A copy of a sample Tenancy Addendum is in the Landlord Papers packet.

5.D Rent Reasonableness

Owners are expected to charge an assisted voucher family the same amount of rent as a non-voucher family. AHFC will compare the rent asked by the owner with typical rents charged for similar units and decide if the rent is reasonable. AHFC cannot provide rental assistance to a unit if it is not reasonable. AHFC makes the final determination as to whether a rent is reasonable.

5.E Housing Quality Standards (HQS) Inspection

Housing Quality Standards (HQS) inspections are mandated by Congress to prevent families from using a voucher in substandard housing. AHFC is required to inspect all units before beginning subsidy and on a regular basis to ensure they meet HQS. Refer to the exhibits for the HQS Requirements.

After the initial move-in inspection, AHFC must re-inspect on a regular basis. Additional inspections may occur due to a family or owner complaint or due to a HUD-required quality assurance inspection. The inspector will need access to:

- All areas of the unit including storage areas, windows, electrical outlets, switches, and smoke and carbon monoxide detectors.
- Any building areas that have items such as water heaters or furnaces for the unit.

5.E.1 The Move-In Inspection

The owner or authorized agent must attend the initial HQS inspection. The owner must provide written authorization to allow another person to attend the inspection and sign the HAP contract on his/her behalf. The authorization may be written on the Property Ownership Verification. An HQS inspection cannot be performed if:

- the unit is occupied by another family
- the utilities are not turned on. AHFC must be able to test the electrical outlets and appliances to ensure they are working.

If the HQS inspection is successful and the unit passes, the owner and AHFC will sign a HAP contract. If the unit fails, AHFC will provide the owner written notification of the item or items that caused the failure. The owner may be provided up to 30 days to make the necessary

repairs. AHFC must re-inspect the unit when repairs are completed. An owner can elect to not make the repairs, but AHFC will not be able to provide subsidy for the unit.

5.E.2 Lead-Based Paint

If the family selects a unit that was built prior to January 1, 1978, the owner must disclose if the unit has lead-based paint. Refer to the Landlord Papers for the Lead-Based Paint Disclosure form.

6. Rental Assistance

Rental assistance becomes effective on the date the unit passes inspection or when the family takes possession after that date. If the family moves into a unit before the inspection date, they are responsible for all rent prior to the unit passing inspection. AHFC will not reimburse the family for those days prior to the inspection.

6.A Direct Deposit Payments

AHFC's portion of rent is paid around the first working day of the month. If a new tenant moves in after the first day of the month, a prorated payment is issued in the next regular processing cycle.

6.B Bank Account and Address Changes

To ensure timely payments, AHFC depends upon the owner to provide written notice of any change in address or bank deposit information. These changes can be communicated to your local AHFC representative.

6.C Changes to Rent Portions

Tenant rent may change due to a change in the family income, family composition, utilities, and/or a change in the contract rent. AHFC will always provide the owner with a written notice of the change.

6.D Unit Rent Increases or Decreases

Owners may adjust rent after the initial term of the lease. The owner must provide the tenant and AHFC advance written notice 60 days before a proposed rent change. AHFC will perform a rent comparability test to determine if the rent change is reasonable.

7. Lease Changes that Require a New HAP Contract

In most cases, the HAP contract renews when the lease is renewed. AHFC and the owner are not required to sign a new HAP contract. If the following types of changes occur, the owner must notify AHFC, and AHFC and the owner will sign a new HAP contract.

- Changes in the responsibility for payment of unit utilities
- Changes in ownership of the unit
- If the owner and tenant sign a new lease – the lease must be provided to AHFC

7.A Sale of Rental Assistance Unit

Written notice to AHFC is required when a change in ownership will occur. The old and new owners must transfer the HAP to the new owner. New owners are then required to submit to AHFC an IRS W-9 form and Property Ownership Verification.

7.B Foreclosure

HUD requires the new owner of the property to assume the same interest in the lease and HAP contract as the prior owner. This provision does not affect any state or local law that provides longer periods or other additional protections for tenants.

8. Terminations

AHFC may terminate assistance for a family because of the family's action or failure to act based on HUD regulations, voucher terms and conditions, and the AHFC Housing Choice Voucher Administrative Plan (see 24 CFR 982.552 and 982.553). When AHFC terminates a family's housing assistance, the HAP contract also terminates. AHFC will provide a written notification to an owner when a family's assistance ends. In most cases, owners are entitled to keep the HAP for the month in which the family occupied the unit.

Once a family moves from a unit or a HAP contract is ended, arrangements regarding the security deposit, personal items in the unit, or damages are handled in accordance with the Alaska Landlord-Tenant Act.

8.A Tenant Vacates the Unit

During the initial term of the lease, the family may not move out of your unit without permission from you and AHFC. Otherwise, terminations may occur as provided by the lease agreement and the Alaska Landlord-Tenant Act. Protections for both the owner and family are described in the Lease or Tenancy Addendum.

8.B Lease Agreement Violations or Terminations

A family's obligations include remaining in compliance with the terms of their lease agreement. An owner wishing to serve a notice of lease violation or termination to a family must provide that notice in writing to the family. The owner must also provide a copy of the notice to AHFC.

8.C Protections for Victims of Abuse

The HAP Contract provides protection to victims of abuse in accordance with The Violence Against Women and Justice Department Reauthorization Act of 2013 (VAWA). An owner may not treat an incident or incidents of actual or threatened domestic violence, dating violence, stalking, or sexual assault as the only cause for serious or repeated violations of the lease or other "good cause" for termination of a victim. You may access VAWA at www.gpo.gov.

8.D Breach of Contract

If an owner is in breach of a HAP contract, AHFC may terminate it. The following actions by an owner are considered a breach of contract:

- Violation of obligations under the HAP contract including the obligation to maintain the unit in accordance with the HQS

- Committing fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program
- Failure to comply with regulations for any mortgages insured by HUD or loans made by HUD
- Engaging in drug-related criminal activity
- Committing any violent criminal activity

AHFC remedies against the owner include recovery of overpayments, abatement or other reduction of payments, termination of housing payments, and termination of the HAP contract. AHFC cannot enter into an agreement with an owner who has been debarred, suspended, or deemed ineligible by HUD.

9. Communicating with AHFC

AHFC encourages owners to communicate with staff any time there is a question. AHFC personnel are available during standard business hours to assist owners. Typically, there is minimal communication with AHFC. Important reasons to contact AHFC include:

- You wish to change the monthly rent charge.
- You served a lease violation or termination notice to your tenant.
- You have a change in your mailing address or bank deposit information.
- You discover a tenant is no longer residing in the unit.

10. Exhibits

10.A Housing Quality Standards (HQS) Requirements

The Housing Quality Standards (HQS) regulations are found at 24 CFR 982.401. The CFR is available at www.gpo.gov. Please contact your local AHFC office if you have any questions regarding these requirements.

Room	Electrical	Windows
Living Room	Two (2) outlets OR One (1) outlet and one (1) permanent light fixture	One window, not required to open.
Kitchen	One (1) electric outlet and one permanent ceiling or wall light fixture that works	If there is a window, it must open, close, and seal if designed to open.
Bedroom	Two (2) outlets OR One (1) outlet and one (1) permanent light fixture	One window – it must open, close, and seal if designed to open.
Bathroom(s)	One (1) permanent light fixture	A window that opens or a working exhaust fan.
Other Rooms	One (1) electric light fixture or outlet	All rooms must have a means of natural or artificial illumination.

General Requirements

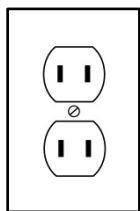
1. A handrail is required for four (4) or more steps, including landings.
2. All outside porches must have railings if they are more than 30 inches from the ground.
3. All outside area accessible by the tenant family must be free from debris and hazardous materials (i.e., broken glass, old refrigerators, used car batteries, dilapidated buildings, abandoned vehicles, low-hanging electrical wires, hazardous waste dumps, open sewers, etc.).
4. The roof and outside coverings must be weather-tight.
5. Windows and doors that can be reached from the outside (i.e., adjacent roofs, stairs, fire escapes) must lock properly. All window cranks must be present.
6. All smoke alarms must comply with state law and be in working order.
7. Operable carbon monoxide (CO) detectors as prescribed by Alaska Statute 18.70.095 must be present.
8. There must be no leaking pipes or faucets in the kitchen, bathroom(s), or utility room.
9. Hot and cold running water must be present.
10. Painted surfaces must meet HUD-specified lead-based paint requirements.
11. Furnace must be adequate and free from debris and fire hazards.
12. The furnace must have a manual shut-off.
13. The furnace must be properly vented.
14. The water heater must have an overflow valve and a properly attached discharge line directed near or through the floor.
15. All water heaters must be shielded from the living area.

Mobile Home Water Heaters

The inspector must have access to all water heaters. The owner is responsible for the clearing and removal of snow if the water heater is outside the mobile home.

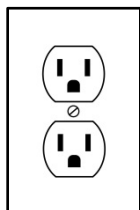
Electrical Outlet Requirements

HUD's Housing Quality Standards requires the following operating conditions for electrical outlets. There are two basic types of outlets: two-pronged and three-pronged outlets. Three-pronged outlets with GFCI are acceptable as long as the outlet is grounded or has working GFCI protections.



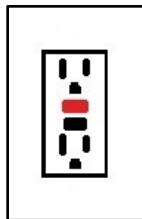
works.

Two-Pronged Outlet. A two-pronged outlet is ungrounded and has a two-wire electrical system that includes only a hot and a neutral wire. Original two-pronged ungrounded outlets are acceptable under HQS as long as they are in proper operating condition. The owner is not required to upgrade an original two-pronged outlet. The inspector will verify that the outlet is in proper operating condition by ensuring a plugged in appliance or agency-provided outlet tester



Three-Pronged Outlet. A three-pronged outlet typically has a three wire electrical system that includes hot, neutral, and ground wires. Three-pronged outlets, including upgraded outlets that have been changed from two-pronged to three-pronged outlets are acceptable as long as the outlet is grounded. The inspector will verify that the outlet is grounded by using an outlet tester.

A three-pronged outlet should not be substituted for ungrounded outlets unless 1) a ground wire is connected to the outlet, or 2) a Ground Fault Circuit Interrupter (GFCI) protects the outlet.



Three-Pronged Outlet with GFCI (Ground Fault Circuit Interrupter). An outlet with GFCI senses a difference in current flow between the hot and neutral terminals and in unsafe conditions, shuts off the flow of current to the outlet. Installing a three-pronged outlet with GFCI is a cost-effective method to upgrade from two-pronged to three-pronged outlets without requiring the expensive installation of a new ground wire. The inspector will verify the outlet is grounded by using an outlet tester. If the outlet is not grounded, the inspector will trip the GFCI outlet by pressing the test button. If the power shuts off, the outlet is operating safely.

1. All outlets and light switches must have unbroken cover plates.
2. If the outlet is disconnected, it must be covered.
3. No bare wires, hanging switches, or light fixtures hanging by electrical wires are acceptable in any room accessible by the tenant family including garages, utility rooms, and common areas.
4. All permanent light fixtures will be tested and must operate.
5. All outdoor plug-ins must comply electrically and have functional covers.

Kitchen Requirements

1. All stove burners must work.
2. All stove knobs must be present.
3. The fan and light in the hood must work (if present).
4. The seal on the stove must be in good condition.
5. The refrigerator must be the proper size relative to the tenant family size.
6. The refrigerator must keep food cold enough to avoid spoilage.
7. Refrigerator seals must be in good condition.

Number of Rooms Required

A unit must contain at least one bedroom or living/sleeping room for each two persons.

10.B Carbon Monoxide Detector Information

Effective May 1, 2005 AHFC Housing Quality Standards (HQS) inspectors required operable carbon monoxide (CO) detectors as prescribed by Alaska Statute 18.70.095. AHFC uses the requirements contained in Alaska Statute, not local codes, as its guide for whether a unit passes or fails the inspection. Direct questions concerning State of Alaska carbon monoxide alarm requirements to the State Fire Marshall's Office, Alaska Department of Public Safety, web page at: www.dps.state.ak.us/fire.

The Municipality of Anchorage has stringent requirements. Anchorage owners are encouraged to comply with those requirements. For questions about Anchorage carbon monoxide alarm requirements, see: <http://www.muni.org/Departments/Assembly/legislation/2004%20Ordinances/ao2004-064.pdf>

Owner Responsibilities

- Owners shall provide CO detectors (alarms) in working condition.
- After notification of any malfunctions by the tenant, the owner is responsible for repair or replacement.
- The alarm should be installed and maintained according to the manufacturer's recommendations.

Tenant Responsibilities

- The tenant must keep the devices in working condition by keeping charged batteries in battery-operated devices and by testing the device periodically.
- Disabling a CO detector is a violation of the tenant's HQS responsibilities.

Which units require CO detectors?

- A unit that contains a carbon-based fuel appliance or a device that produces by-products of combustion;
- A unit serviced by a forced air heating system that uses carbon-based fuel;
- A unit that is adjacent to a hot water baseboard (hydronic) heating system that uses carbon-based fuel;
- A unit that has an attached garage or carport;
- A unit adjacent to a parking space (within 10 feet);

What type of appliance or device produces by-products of combustion?

- Gas, propane, wood, charcoal, or fuel oil: furnaces, boilers, water heaters, fireplaces, space heaters, stoves, ranges, ovens, stovetops, or dryers
- Gas fireplace logs and unvented heaters
- Cars, snowmobiles, 4-wheelers, motorcycles

Where is the detector placed?

- Height is not an issue as carbon monoxide is roughly the same weight as air.
- Place it in a location in the unit where occupants will hear it.
- Do not cover it with furniture or drapes.

10.C Smoke Detector Information

The State Fire Marshall's Office has adopted a policy that requires that a criminal complaint be filed whenever the Department of Public Safety investigates a fire in a dwelling unit and finds that smoke detection devices have not been installed or maintained in accordance with Alaska Statute 18.70.095.

All smoke detectors will be tested by AHFC at the time of the move-in inspection. Detectors will also be tested during all subsequent inspections of the tenant's unit.

Owner Responsibilities

- The owner is required to maintain smoke detectors in working condition.

- If a smoke detector is defective, the owner must repair or replace it immediately when notified.

Tenant Responsibilities

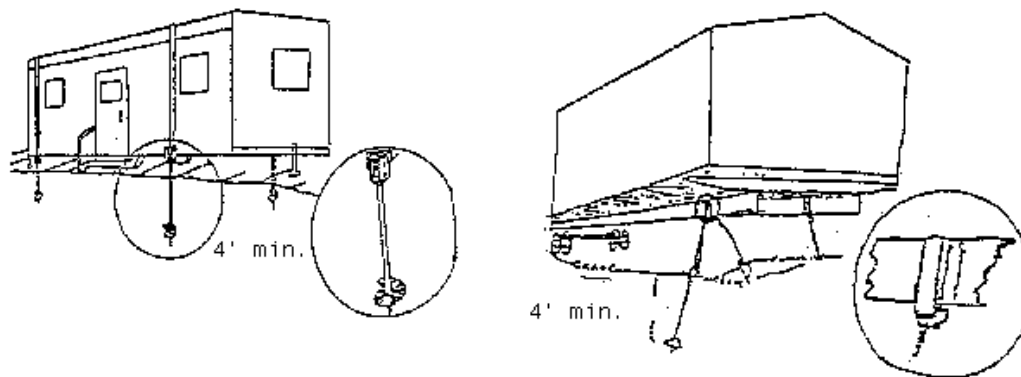
- The tenant is responsible for testing all unit smoke detectors on a periodic basis.
 - Battery-operated smoke detectors should have the batteries replaced approximately once a year.
 - Electric detectors powered with AC power should be tested once a week.
- The tenant is required to keep the smoke detectors in working condition by keeping charged batteries in battery-type detectors. Replacement of batteries is normally at the tenant's expense.
- Any detectors, which are disabled or damaged by the tenant, must be replaced immediately at the tenant's expense.

Penalties

Failure on the part of the owner, owner, or tenant to comply with the requirements of the law can result in imprisonment for up to six (6) months, a fine up to \$500, or both.

10.D Mobile Home Tie-Downs

The Department of Housing and Urban Development (HUD) has designated Alaska to be a high wind area. For a mobile home to meet Housing Quality Standards (HQS) in a high wind area, it must have tie downs. Mobile homes that do not have tie downs are not eligible for any rental assistance payments.



The HQS requirements state that mobile homes must be placed on a site in a stable manner and be free from hazards such as sliding and wind damage. Mobile homes must be securely anchored by a tie down device, which distributes and transfers the load imposed by the unit to appropriate ground anchors, in order to resist overturning.

If the tie downs are attached to the frame under the mobile home, the skirting must be removed for the inspector to check installation visually. No allowances are made for weather conditions.

Tie downs must be pre-manufactured. Homes manufactured after 1976 must have the mobile home installation instruction booklet available for the inspector at the time of the HQS inspection. The following chart is a guide for required number of tie downs for mobile homes manufactured prior to 1976.

Length of Mobile Home	Number of frame ties per side	Number of over the top ties
Up to 46 feet	4	2
46 feet to 49 feet	5	2
49 feet to 58 feet	5	3
58 feet to 70 feet	6	3

