

Landlord Summary

Tenant Selection

- AHFC screens applicants for program eligibility. AHFC does not screen applicants for rental history or suitability as a tenant.
- The tenant shall not have an ownership interest in the rental unit.
- The landlord may not be the parent, child, grandparent, grandchild, sister, or brother of any member of the family unless AHFC has approved the rental agreement as a Reasonable Accommodation for a disability.
- Family members listed on the dwelling lease are the only individuals permitted to reside in the unit.
- The landlord may not live in the rental unit while receiving housing assistance payments.

Housing Quality Standards

- The landlord must perform necessary maintenance so the unit continues to comply with Housing Quality Standards.

The HAP and the Dwelling Lease Agreement

- All provisions of the Tenancy Addendum, Part C of the Housing Assistance Payment (HAP) contract, amend the lease agreement with the tenant.
- The term of the lease agreement is amended by Part A of the HAP Contract when signed by the AHFC representative and landlord.

Tenant Rent Payments

- The tenant's portion of the contract rent is determined by AHFC.
- It is illegal to charge any additional amounts for rent or any other item not specified in the lease and approved by AHFC.
- The tenant is not responsible in any way for any amounts owed by AHFC.

Reporting Vacancies to AHFC

- The landlord must notify AHFC immediately in writing if the tenant vacates the unit.
- The landlord must repay AHFC all HAP payments accepted for the month(s) after the month in which the tenant vacates.
- The landlord must inform AHFC immediately in writing if the tenant is absent from the unit 30 consecutive days or longer.

Property Ownership

- The landlord must inform AHFC of any changes in mailing address or changes in property ownership.
- AHFC will issue the IRS 1099 with information from the W-9 form.

Administrative and Criminal Actions for Intentional Violations

- Failure to comply with the terms and responsibilities of the HAP contract is grounds for termination of participation in the Housing Choice Voucher Program.
- Knowingly supplying false, incomplete, or inaccurate information is punishable under Title 18, US code Section 1001, and State law.

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Housing Choice Voucher Program Landlord Information

The purpose of the Housing Choice Voucher is to help lower-income persons live in decent housing in our community using a rental subsidy paid directly to you, the landlord. The Alaska Housing Finance Corporation (AHFC) appreciates your willingness to become a partner in our mission to provide housing for all Alaskans. Thank you for taking the time to become familiar with our program.

A. What Does the Voucher Offer to Owners?

The President and Congress have made the Housing Choice 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. An annual inspection of the unit, required by law, helps alert owners to necessary repairs - ideally resulting in timely maintenance and reduced costs.

B. Is an Owner Required to Participate in the Voucher Program?

Federal, state, and local laws prohibit housing discrimination based on race, color, creed, sex, national origin, marital status, and/or disability. By itself, possession of a Housing Choice 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.

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

The landlord may wish to list or post vacancies at any one of AHFC's statewide offices. The voucher holder may contact you about a vacancy and will ask if you will accept the voucher.

AHFC also offers an electronic listing service, *Alaska Housing Locator*. Landlords can access this service through AHFC's web site at www.ahfc.us or by going directly to the web site at www.alaskahousinglocator.us. *Alaska Housing Locator* is a free listing service.

D. "Landlord Papers"

A prospective family may approach you with a Housing Choice Voucher when asking to lease a unit. They will offer you a packet of forms called "Landlord Papers." The packet includes instructions to complete the following forms:

- "Request for Tenancy Approval" - This HUD form describes the unit, the utilities, and owner certifications. It is signed by the owner and prospective tenant.
- "Lead-based Paint Disclosure Form" - This form is only necessary if the unit was built before 1978. It is signed by the owner and prospective tenant.
- "Verification of Property Ownership" - This form assures that AHFC will make payments to the lawful owner or management agent. It is normally signed by the owner; however, if an owner's agent is completing the form, a copy of the legal agreement between the agent and the legal owner must accompany it.
- "IRS W-9 Form" signed by the owner and necessary for tax purposes.
- "Housing Assistance Payments Contract" parts B and C for review.
- "Allowances for Tenant Furnished Utilities" to be used if the tenant pays utilities.

The tenant or landlord may return the Landlord Papers to AHFC. AHFC will schedule a date and time for the unit to be inspected. Your tenant must notify you of the date and time. Either you or your representative and the tenant must attend the inspection.

E. How is Rental Subsidy Paid?

AHFC pays the landlord a rental subsidy through the Housing Assistance Payment (HAP) contract. The HAP contract is between the owner and AHFC and guarantees AHFC's portion of the rent. Part A of the HAP contract is completed by AHFC from information provided by the landlord and signed when the inspection is complete.

Part B is the body of the contract as it relates to the AHFC/landlord partnership. Part C is the "Tenancy Addendum," an amendment to the landlord lease. It spells out the landlord/tenant provisions of the HAP. You will find a copy of Part B and Part C attached to the landlord papers.

The Owner and Tenant may enter into a lease before the HAP is signed, but AHFC cannot provide HAP rental subsidy until a unit inspection is completed, and the unit passes. The tenant is responsible for 100 percent of the rent until such time.

F. What is the Purpose of the Inspection?

AHFC is required to inspect all units annually to ensure they meet federal Housing Quality Standards (HQS). The HQS inspections are mandated by Congress to prevent tenants from using a voucher in substandard housing. The HQS cannot be performed if the unit is occupied by another family.

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 Verification of Property Ownership, form V726B.

The voucher 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 HQS. Please refer to Exhibit A for a copy of the HQS Requirements form.

If the unit passes, the landlord and AHFC will sign a Housing Assistance Payments (HAP) Contract. The landlord and tenant will sign the lease.

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

G. Who is Eligible for the Program?

Eligibility is determined by AHFC based on the income limits and regulations established by the U. S. Department of Housing and Urban Development (HUD). A family or an individual is eligible if their gross annual income does not exceed 50 percent of the area median income. By accepting the voucher, the family enters into a contract with AHFC and agrees to comply with the "Family Obligations" of their voucher. You may not rent to an immediate family member (parent, child,

grandparent, grandchild, sister, or brother) unless AHFC grants an exception as a reasonable accommodation for a person with a disability.

H. Who Screens Voucher Families?

AHFC will issue a Housing Choice Voucher to those families that meet program guidelines. Once the voucher is issued, tenant screening and selection are the responsibility of the owner. AHFC recommends that owners check references of all potential tenants for past rental history.

AHFC may disclose the following information to potential landlords:

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

I. What if the Family Wants to Add a Household Member?

Before moving anyone into the unit, the family must get written permission from the owner or authorized manager and report to AHFC. If the person to be added is an adult, he or she must pass the same AHFC screening process as the original members of the family.

J. What Type of Housing Unit May the Family Rent?

Almost all types of housing may be rented, including privately owned apartments, duplexes, townhouses, single-family houses, and cooperatives. The family may not rent a unit from a family member such as a parent, child, grandparent, grandchild, sister, or brother, unless AHFC grants an exemption as a reasonable accommodation.

K. How Much Rent May an Owner Charge?

Owners are expected to charge a voucher family the same amount of rent as a non-voucher family. AHFC will review the owner's rent by comparing it against other comparable rental properties in the area. This is called "rent reasonableness." If the landlord's rent appears excessive, AHFC may assist in negotiating a lesser rent to help the family lease the unit. Except for a Low Income Housing Tax Credit property, a landlord may never charge the Housing Choice Voucher tenant more rent than that charged to an unassisted tenant for a similar unit.

L. When May Rent Amounts Change?

Owners may adjust rent after the initial term of the lease. The landlord 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.

M. How Much Security Deposit May be Charged?

An owner may not charge a voucher family more than an unassisted family. A landlord may charge a security deposit equal to two month's rent as specified by the Alaska Landlord and Tenant Act.

N. What Are the Lease Requirements?

The lease should include the name of the owner, the head of household, all household members, the unit address, the lease terms, utilities both parties are responsible for, and the amount of the rent. The lease should also have room for both parties to sign it. The lease must comply with the Alaska Landlord and Tenant Act. For a full copy of the Act, visit AHFC's website at www.ahfc.us (Click on Rental Housing, Housing Links).

The initial term of the lease will be amended to match the effective dates of the Housing Assistance Payments (HAP) contract. The HUD Tenancy Addendum, part C of the HAP, amends your lease to comply with federal requirements.

Federal regulations require an initial lease term of one year. AHFC may approve a shorter lease in certain areas due to prevailing practice or to help the participant secure housing. After the initial term, owners and families are free to negotiate the lease terms (i.e., year long, month-to-month).

During the initial term of the lease, the family may not move out of your unit without a "Mutual Termination Agreement." If you agree to allow the family to move and release both parties from the lease, you and the family must sign the AHFC document. Otherwise, terminations may occur as provided by the HAP and Alaska Landlord and Tenant Act. If you have a month-to-month lease, you must submit proper notice to the tenant and AHFC 30 days before the next rental due date.

O. Violence Against Women Act

The HUD Housing Assistance Payment Contract provides protection to victims of abuse in response to The Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

You may not treat an incident or incidents of actual or threatened domestic violence, dating violence, or stalking as the **only** cause for serious or repeated violations of the lease or other "good cause" for termination of a victim.

For more information, refer to Part C of the HAP Contract, 8e for further information. You may access VAWA at www.gpoaccess.gov/plaws/index.html or <http://thomas.loc.gov/bss/d1099/d109laws.html> and search for Public Law 109-162 to access the text of the final law.

P. Will the Tenant or AHFC Portion of Rent Ever Change?

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 a written notice of the change.

Q. When Does AHFC Mail Rent Payments?

AHFC's portion of rent is mailed by the first working day of the month. If the inspection is conducted and move-in occurs *after* the first day of the month, a prorated payment will be issued in the next regular check processing cycle.

R. Ownership and Address Changes?

To ensure timely payments, AHFC depends upon the owner to provide written notice of any change in address.

Written notice is also necessary when a change in ownership is about to occur. You and the new owner must complete an "Assignment of HAP" form (See Exhibit E) to transfer the HAP to a new owner. New owners are then required to submit to AHFC an IRS W-9 form and Verification of Property Ownership form.

S. Management Agent or Representative

As a protection to the owner, he/she must provide AHFC written notification if a designated representative will act on the owner's behalf. AHFC will direct all correspondence to that representative. The owner must notify AHFC, in writing, if there is a change in management agents or representatives. The IRS form 1099 is always issued to the owner.

T. Communicating with AHFC

AHFC encourages landlords to communicate with staff any time there is a question. Typically, there is minimal communication with AHFC. You would contact AHFC for the following reasons:

- You must give AHFC and the tenant 60-days notice if you wish to change the amount of rent,
- You must give AHFC a copy of any notice that you send to your tenant, and
- You must notify AHFC immediately if you discover the tenant is no longer residing in the unit.

U. Breach of Contract

The following actions by the landlord 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 landlord 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 a landlord who has been debarred, suspended, or deemed ineligible by HUD.

V. Foreclosure

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

Exhibits

- A HQS Requirements**
- B Smoke Detector Information**
- C Mobile Home Tie Downs**
- D Carbon Monoxide Detector Information**
- E Assignment of the HAP Contract (transfer to new owner)**