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## Housing Choice Voucher Program Applicant Briefing Presentation

# Program Overview



- The Housing Choice Voucher program is federally funded through the United States Department of Housing & Urban Development (HUD). With this funding, MSHDA provides rental assistance for approximately 28,000 households throughout the state of Michigan.
- The Housing Choice Voucher Program provides assistance to low income families to afford decent, safe, and sanitary housing. Housing can include single family homes, townhouses, apartments, and is not limited to units in subsidized housing.
- A family that is issued a Housing Choice Voucher is responsible for finding a suitable housing unit of the family's choice where the owner agrees to rent under the program. A housing subsidy is paid to the landlord directly by MSHDA on behalf of the participating family. The family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program.

# Relationships



U.S. Department of Housing and Urban Development (HUD)



Michigan State Housing Development Authority (MSHDA)



Housing Agent



Landlord



Participant



# Applicant Briefing Packet



## HOUSING CHOICE VOUCHER PROGRAM Applicant Briefing Packet

Attached please find the following documents for review and completion:

- 1) Fair Housing (HUD-1886 FHEO)
- 2) Sexual Harassment Notice
- 3) Are You A Victim of Housing Discrimination? (HUD-903.1)
- 4) Notice to Applicants and Tenants Regarding the Violence Against Women Act (VAWA) (MSHDA-1831)
- 5) Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking (HUD-5382)
- 6) Is Fraud Worth It? (HUD-1141)
- 7) What You Should Know About EIV (HUD)
- 8) Informal Review and Informal Hearing Process (MSHDA-43)
- 9) FSS/KTO Participation Confirmation (FSS/KTO-204)
- 10) Notice and Disclosure of Select HCV Program Guidelines (MSHDA-51c)
- 11) Expanding Housing Opportunities Information (designated counties only)
- 12) Characteristics of Areas Outside of Concentrated Areas (MSHDA-65)
- 13) Participating Landlord List (MSHDA-64)
- 14) Protect Your Family from Lead in Your Home (EPA-747 K 99 001)
- 15) A Good Place to Live (HUD-593)
- 16) Utility Schedule (MSHDA-1793)
- 17) Voucher (HUD-52646)
- 18) Housing Assistance Information (MSHDA-146)
- 19) Tenancy Addendum (HUD-52641A)
- 20) Landlord Packet (MSHDA-143)

I have been briefed on the Housing Choice Voucher Program and received the items listed above. I will report all income, family size and student status changes within 10 business days to MSHDA's assigned Housing Agent. I understand that failure to do so may result in an overpayment of subsidy due to MSHDA and/or termination from the Program.

Printed Name:	Last 4 SSN:
Signature: <b>X</b>	Date:
Other Adult Printed Name (if applicable):	Relationship:
Other Adult Signature (if applicable): <b>X</b>	Date:
Printed Name of Person Conducting Briefing:	
Signature of Person Conducting Briefing:	Date:

Housing Agent Office:

# Program Overview

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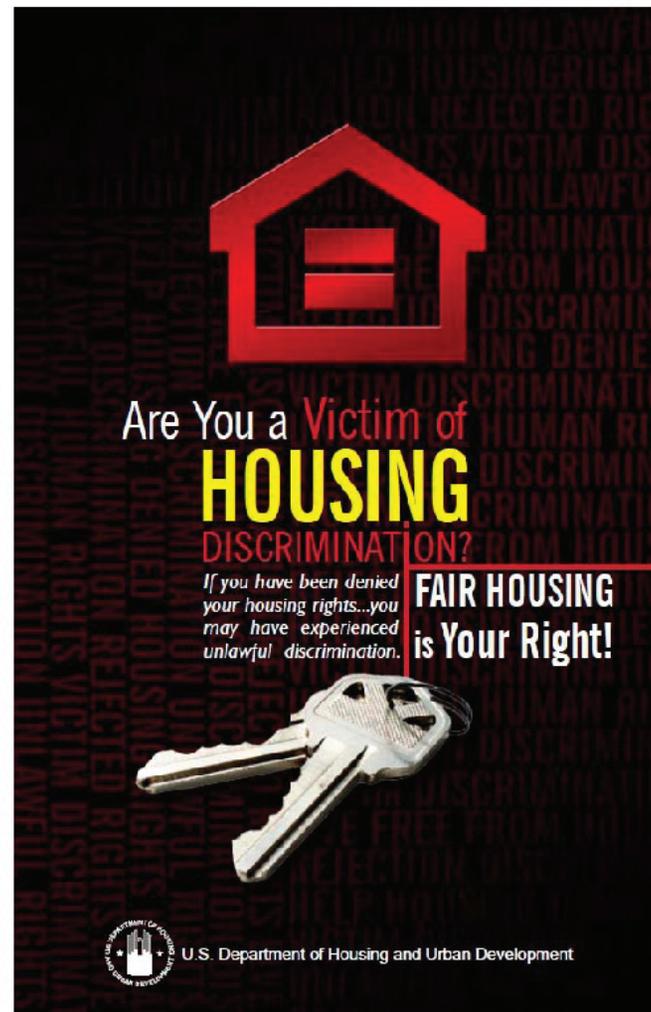
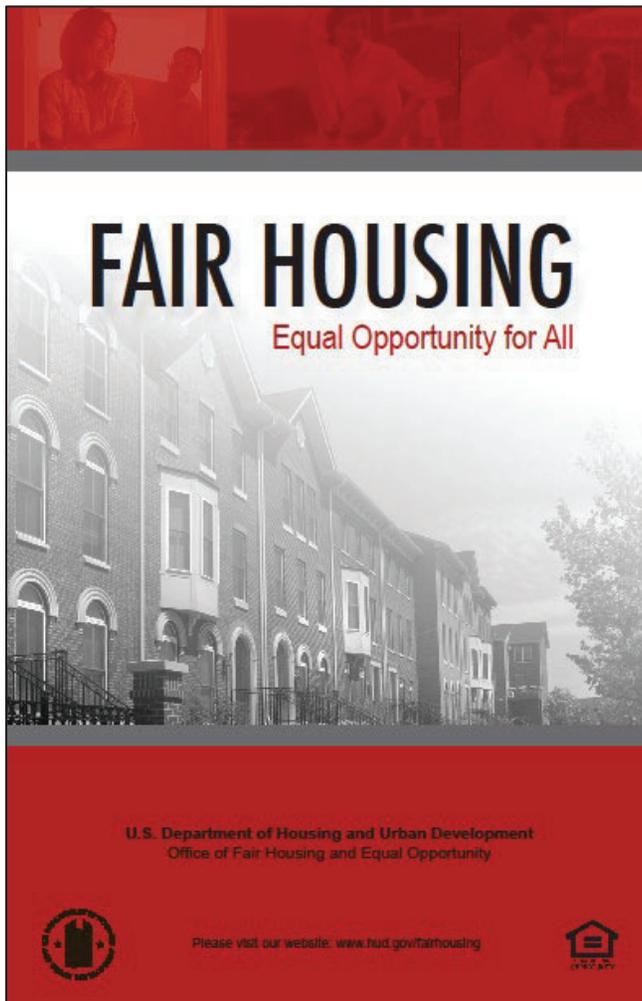


- Your Rights and Responsibilities
- Optional MSHDA Programs
- MSHDA Housing Choice Voucher Program Guidelines
- Selecting a Unit
- Rental Assistance
- Landlord Packet



## Your Rights and Responsibilities

# Fair Housing



# Fair Housing



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It is unlawful to discriminate in housing based on these factors:

- Race
- Color
- National origin
- Religion
- Sex
- Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- Disability

Contact your housing agent, MSHDA, or HUD if you believe your rights have been violated.

# Violence Against Women Act



**CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION** U.S. Department of Housing and Urban Development OMB Approval No. 2577-0286 Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

Form HUD-5382  
(12/2016)

# Violence Against Women Act



- The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.
- If you are receiving assistance through MSHDA programs, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.
- Upon your request, MSHDA may permit you to move to another unit and keep your assistance. In order to approve a request, MSHDA may ask you to provide documentation that you are claiming rights under VAWA.

# Is Fraud Worth It?



## APPLYING FOR HUD HOUSING ASSISTANCE?

**THINK ABOUT THIS...  
IS FRAUD WORTH IT?**

### Do You Realize...

If you commit fraud to obtain assisted housing from HUD, you could be:

- Evicted from your apartment or house.
- Required to repay all overpaid rental assistance you received.
- Fined up to \$10,000.
- Imprisoned for up to five years.
- Prohibited from receiving future assistance.
- Subject to State and local government penalties.

### Do You Know...

You are committing fraud if you sign a form knowing that you provided false or misleading information.

The information you provide on housing assistance application and recertification forms will be checked. The local housing agency, HUD, or the Office of Inspector General will check the income and asset information you provide with other Federal, State, or local governments and with private agencies. Certifying false information is fraud.

### So Be Careful!

When you fill out your application and yearly recertification for assisted housing from HUD make sure your answers to the questions are accurate and honest. You must include:

All sources of income and changes in income you or any members of your household receive, such as wages, welfare payments, social security and veterans' benefits, pensions, retirement, etc.

Any money you receive on behalf of your children, such as child support, AFDC payments, social security for children, etc.

form HUD-1141  
(12/2005)

## Is Fraud Worth It?



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- If you commit fraud to obtain housing, you could be evicted, required to repay housing assistance, fined, imprisoned, and prohibited from receiving future assistance.
  - You must report all sources of income and any changes in income for all members of your household.
  - You must report the names of everyone, adults and children, relatives and non-relatives, who are living with you and make up your household.

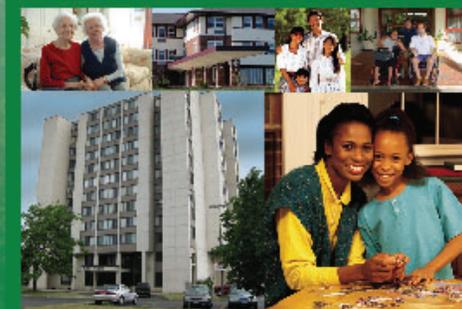
# Enterprise Income Verification (EIV)

U.S. Department of Housing and Urban Development  
Office of Housing • Office of Multifamily Housing Programs



EIV & You

ENTERPRISE INCOME VERIFICATION



What YOU Should Know  
if You are Applying for or are Receiving  
Rental Assistance through the Department of  
Housing and Urban Development (HUD)

**What is EIV?**

EIV is a web-based computer system containing employment and income information on individuals participating in HUD's rental assistance programs. This information assists HUD in making sure "the right benefits go to the right persons".



**What income information is in EIV and where does it come from?**

**The Social Security Administration:**

- Social Security (SS) benefits
- Supplemental Security Income (SSI) benefits
- Dual Entitlement SS benefits

**The Department of Health and Human Services (HSS) National Directory of New Hires (NDNH):**

- Wages
- Unemployment compensation
- New Hire (W-4)

**What is the information in EIV used for?**

The EIV system provides the owner and/or manager of the property where you live with your income information and employment history. This information is used to meet HUD's requirement to independently verify your employment and/or income when you recertify for continued rental assistance. Getting the information from the EIV system is more accurate and less time consuming and costly to the owner or manager than contacting your income source directly for verification.

Property owners and managers are able to use the EIV system to determine if you:

- correctly reported your income

They will also be able to determine if you:

- Used a false social security number
- Failed to report or under reported the income of a spouse or other household member
- Receive rental assistance at another property

**Is my consent required to get information about me from EIV?**

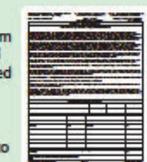
Yes. When you sign form HUD-9887, Notice and Consent for the Release of Information, and form HUD-9887-A, Applicant's/Tenant's Consent to the Release of Information, you are giving your consent for HUD and the property owner or manager to obtain information about you to verify your employment and/or income and determine your eligibility for HUD rental assistance. Your failure to sign the consent forms may result in the denial of assistance or termination of assisted housing benefits.

**Who has access to the EIV information?**

Only you and those parties listed on the consent form HUD-9887 that you must sign have access to the information in EIV pertaining to you.

**What are my responsibilities?**

As a tenant in a HUD assisted property, you must certify that information provided on an application for housing assistance and the form used to certify and recertify your assistance (form HUD-50059) is accurate and honest. This is also described in the *Tenants Rights & Responsibilities* brochure that your property owner or manager is required to give to you every year.



# Enterprise Income Verification (EIV)



- Enterprise Income Verification (EIV) is a web-based system that contains employment and income information of individuals who participate in HUD rental assistance programs.
- MSHDA will use EIV to identify if you or anyone in your household has used a fake social security number, failed to report true and accurate information, or is receiving rental assistance at another address.
- Knowingly providing false, inaccurate, or incomplete information is fraud and a crime.

# Informal Review and Informal Hearing



**MSHDA**™  
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

**HOUSING CHOICE VOUCHER PROGRAM**  
**Informal Review and Informal Hearing Process**

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**Informal Review**

If you are a program applicant (not currently receiving assistance), you have a right to request an Informal Review if you disagree with MSHDA's decision to deny your assistance. You can request an Informal Review for reasons including, but not limited to, you:

- Did not provide the required residency documentation;
- Did not respond to the initial request for verification;
- And/or someone in your household engaged in prohibited criminal activity;
- Have an outstanding debt to MSHDA or another PHA;
- Were unable to be contacted by mail.

Examples of when an Informal Review is not granted include, but are not limited to:

- You applied to a closed waiting list;
- Your income exceeds the program's annual gross income limit;
- Your family composition is not eligible for the bedroom size (Project-Based Vouchers);
- You have been denied occupancy by the owner/property management (Project-Based Vouchers);
- Your voucher has expired.

**Informal Review Process**

- 1) MSHDA makes a decision that you are not eligible for the program and notifies you of your right to request an Informal Review.
- 2) You submit a request for an Informal Review.
- 3) You receive an Informal Review appointment notice. At the time of the review you may be represented by an attorney or other representative, at your own expense.
- 4) A MSHDA representative conducts the Informal Review and issues a decision based on evidence presented at the Informal Review.
- 5) You receive MSHDA's final decision.

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**Informal Hearing**

If you are a program participant (an individual or family that is already receiving MSHDA rental assistance) you have the right to request an Informal Hearing if you disagree with MSHDA's decision. You can request an Informal Hearing for reasons including, but not limited to, you:

- And/or someone in the household engaged in prohibited criminal activity;
- Failed to pay for tenant-supplied utilities, maintain tenant-supplied appliances, or repair damages;
- Failed to permit access for a Housing Quality Standards inspection;
- Committed serious and/or repeated violations of the lease;
- Failed to provide true and complete information to MSHDA necessary to administer the HCV program;
- Failed to report income;
- Abandoned/vacated the unit with no notice;
- Have been evicted;
- Are delinquent on a repayment agreement.

Examples of when an Informal Hearing will not be granted include, but are not limited to:

- Your voucher to move has expired;
- The sole family member is deceased;
- You have voluntarily withdrawn from the Program;
- You are responsible for 100% of the rent, and your HCV assistance has automatically terminated 180 days after the last Housing Assistance Payment.

**Informal Hearing Process**

- 1) MSHDA makes a decision that adversely affects your participation in the program and notifies you of your right to request an Informal Hearing;
- 2) You submit a timely request for an Informal Hearing;
- 3) You receive a Notice of Hearing. At the time of the hearing you may be represented by an attorney or other representative, at your own expense;
- 4) A hearings officer conducts the Informal Hearing and issues a decision based on evidence presented at the Hearing, and issues a Proposal for Decision (PFD);
- 5) The requirements of the written decision of the hearing officer are carried out when MSHDA upholds or reverses the PFD.

MSHDA-43\_Informal Review and Hearings Process (9/1/18)  
Previous Version Obsolete    Distribution:    Applicant

Page 1 of 1

# Informal Review



If you are a program applicant (not currently receiving assistance), you have a right to request an Informal Review if you disagree with MSHDA's decision. You can request an Informal Review for reasons including, but not limited to:

- You did not provide the required residency documentation.
- You did not respond to the initial request for verification.
- You did not supply the required paperwork for program participation.
- You and/or someone in your household engaged in prohibited criminal activity.
- You have an outstanding debt to MSHDA or another PHA.
- You were unable to be contacted by mail.

Examples of when an Informal Review is not granted include, but are not limited to:

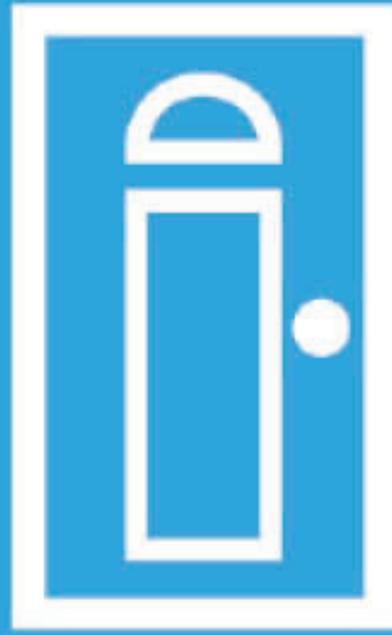
- You applied to a closed waiting list;
- Your income exceeds the program's annual gross income limit;
- Your voucher has expired.

# Informal Hearing



If you are a program participant, you have the right to request an Informal Hearing if you disagree with MSHDA's decision. You can request an Informal Hearing for reasons including, but not limited to:

- You and/or someone in the household engaged in prohibited criminal activity.
- You failed to pay for tenant-supplied utilities, maintain tenant-supplied appliances, or repair damages.
- You failed to permit access for a Housing Quality Standards inspection.
- You committed serious and/or repeated violations of the lease;
- You failed to provide true and complete information to MSHDA necessary to administer the HCV program.
- You failed to report income.
- You abandoned/vacated the unit with no notice.
- You have been evicted.
- You are delinquent on a repayment agreement.



## Optional MSHDA Programs

# Family Self-Sufficiency



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As a MSHDA Housing Choice Voucher (HCV) program participant, you may be eligible to participate in the Family Self-Sufficiency (FSS) program. The FSS program can help you gain employment, improve your credit, and transition into homeownership if that is a goal for you.

You do not need to be employed to apply for the FSS program, however, you will be required to find and maintain employment as you participate in the program. FSS participants will work one-on-one with a local FSS Resource Coordinator to determine skills and services needed to achieve your personal and family goals.

If your family's earned income increases during your time in the FSS program, MSHDA will set aside money into an escrow account that will grow until you successfully graduate from the program. After graduation, the tax-free money will be paid directly to you. Many successful graduates use this money to help them pay down debt, buy a car, attend college, or purchase of a home.

The FSS program is optional and will not affect your HCV assistance, even if you are unsuccessful or choose to leave the FSS program.

## Key To Own (Homeownership)

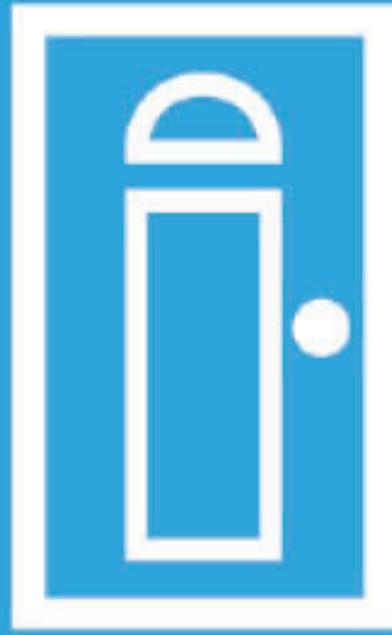


As a MSHDA Housing Choice Voucher (HCV) Program participant, you may be eligible to participate in the Key to Own (KTO) homeownership program. This program allows you to switch from renting to buying your own home. Once you purchase a home, MSHDA will continue to provide monthly assistance by paying a portion of your mortgage payment.

The KTO program also provides pre-purchase counseling, post-purchase counseling, as well as additional guidance throughout the entire homeownership process.

To qualify, you must be working at least 30 hours per week, unless you are elderly or disabled, and able to achieve earned income of at least \$15,000 annually.

The KTO program is optional and will not affect your HCV assistance if you choose to leave the KTO program before you purchase a home. You are not required to participate.



# **MSHDA Housing Choice Voucher Program Guidelines**

# MSHDA HCV Program Guidelines



## HOUSING CHOICE VOUCHER PROGRAM Notice and Disclosure of Select HCV Rules and Regulations

Head of Household Name: \_\_\_\_\_ Last 4 SSN: \_\_\_\_\_

### Household Composition:

- Tenant/participant must inform MSHDA of any changes in family composition or contact information within 10 business days of the date of the change.
- Tenant/participant cannot add any other persons to the household without prior written approval by the landlord/owner and MSHDA except when adding a child by birth, adoption, or custody awarded by the court. In order for the child to be added to the household, the tenant/participant must inform MSHDA and the landlord/owner.
- Landlord/owner must report a move out or tenant death to MSHDA within 10 business days and return all overpaid Housing Assistance Payments (HAP).

### Rental Amount and Payments:

- The landlord/owner is responsible for collecting the tenant's portion of the monthly rent.
- The monthly rent cannot exceed reasonable rent and affordability as determined by MSHDA.
- Assuming the monthly rent is reasonable, MSHDA will contract for payment of the difference between the contract rent and tenant's portion.
- Rent cannot exceed rent charged for other comparable units on the premises. Upon request, landlords must provide MSHDA with rent information for other units they manage/own.
- Payments cannot begin prior to the unit passing inspection, regardless of the move-in date.
- MSHDA will notify both the tenant/participant and landlord/owner in writing of any changes in the payments.
- The tenant/participant pays the landlord/owner only the amount stated in the Adjustment Notification except when paying a late charge as described in the lease.
- The landlord/owner must notify MSHDA if the tenant/participant is not making their rental payments, and enforce the terms of the lease, including eviction action for non-payment of the tenant rent portion.
- If the landlord/owner receives payment(s) which should not be made under the terms of the HAP Contract, the landlord/owner is responsible to notify MSHDA immediately. Failure to do so may result in the landlord/owner being disapproved for participation in the Program, and the overpaid HAP referred to the Department of Treasury for collections.
- **Rent Adjustments:** After the initial lease term, rent increases must be requested by the landlord/owner to MSHDA at least 60 days in advance of the date the change will take effect. The monthly rent may be increased (subject to the program rent reasonableness requirement). However, the tenant/participant may be responsible for paying any increase.

### Housing Quality Standards Inspection:

- MSHDA **must inspect** the unit at least every two years. Any necessary repairs must be completed within 30 days unless otherwise noted. Life-threatening violations must be corrected within 24 hours.
- If repairs are required, MSHDA will forward a notice of deficiencies to both the tenant/participant and landlord/owner.
- The landlord/owner must be allowed access to the unit to make repairs. MSHDA must be allowed to inspect the unit at reasonable times with reasonable notice.
- The tenant/participant and the landlord/owner must maintain the housing unit in a decent, safe, and sanitary condition.
- The tenant/participant assumes total responsibility for any damages caused by their family or guests.

### Additional Tenant/Participant Obligations:

- Inform MSHDA of any changes in household income within 10 business days of the date of the change.
- At MSHDA's request, complete a reexamination of family income and household composition at least annually.
- Report all cash contributions/financial assistance received on an ongoing basis from person(s) not living in the household or from any organization to assist with rent payments, utility payments, car payments, phone, internet, etc.
- Not allow any visitor/guests to occupy the unit for more than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period (the rental unit is a private dwelling for the sole use of the assisted household).
- Not allow anyone to use the address of the assisted unit unless they are an approved member of the household. This includes for mail delivery, vehicle registration, driver's license and state ID registration, etc.

# Household Composition



- 
- Tenant/participant must inform MSHDA of any changes in family composition or contact information within 10 business days of the date of the change.
  - Tenant/participant cannot add any other persons to the household without prior written approval by the landlord/owner and MSHDA except when adding a child by birth, adoption, or custody awarded by the court. In order for the child to be added to the household, the tenant/participant must inform MSHDA and the landlord/owner.
  - Landlord/owner must report a move out or tenant death to MSHDA within 10 business days and return all overpaid Housing Assistance Payments (HAP).

# Rental Amount and Payments



- The landlord/owner is responsible for collecting the tenant's portion of the monthly rent.
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- Assuming the monthly rent is reasonable, MSHDA will contract for payment of the difference between the contract rent and tenant's portion.
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# Rental Amount and Payments



- The tenant/participant pays the landlord/owner only the amount stated in the Adjustment Notification except when paying a late charge as described in the lease.
- The landlord/owner must notify MSHDA if the tenant/participant is not making their rental payments, and enforce the terms of the lease, including eviction action for non-payment of the tenant rent portion.
- If the landlord/owner receives payment(s) which should not be made under the terms of the HAP Contract, the landlord/owner is responsible to notify MSHDA immediately. Failure to do so may result in the landlord/owner being disapproved for participation in the Program, and the overpaid HAP referred to the Department of Treasury for collections.

# Rental Amount and Payments



- 
- Rent Adjustments: After the initial lease term, rent increases must be requested by the landlord/owner to MSHDA at least 60 days in advance of the date the change will take effect. The monthly rent may be increased (subject to the program rent reasonableness requirement). However, the tenant/participant may be responsible for paying any increase.

# Housing Quality Standards Inspection



- MSHDA must inspect the unit at least every two years. Any necessary repairs must be completed within 30 days unless otherwise noted. Life-threatening violations must be corrected within 24 hours.
- If repairs are required, MSHDA will forward a notice of deficiencies to both the tenant/participant and landlord/owner.
- The landlord/owner must be allowed access to the unit to make repairs. MSHDA must be allowed to inspect the unit at reasonable times with reasonable notice.
- The tenant/participant and the landlord/owner must maintain the housing unit in a decent, safe, and sanitary condition.
- The tenant/participant assumes total responsibility for any damages caused by their family or guests.

# Additional Tenant Obligations



- Inform MSHDA of any changes in household income within 10 business days of the date of the change.
- At MSHDA's request, complete a reexamination of family income and household composition at least annually.
- Report all cash contributions/financial assistance received on an ongoing basis from person(s) not living in the household or from any organization to assist with rent payments, utility payments, car payments, phone, internet, etc.
- Not allow any visitor/guests to occupy the unit for more than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period (the rental unit is a private dwelling for the sole use of the assisted household).
- Not allow anyone to use the address of the assisted unit unless they are an approved member of the household. This includes for mail delivery, vehicle registration, driver's license and state ID registration, etc.

# Additional Tenant Obligations



- Give a written 30-day notice to the landlord/owner and get approval from MSHDA prior to vacating a unit.
- Not assign the lease nor sublet the unit.
- Not engage in any criminal activity (including illegal drug use and abuse of alcohol). While marijuana is legal in the state of Michigan, it is still considered a Controlled Substance by the federal government and is prohibited in federally assisted housing programs.
- Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- Not give the landlord/owner any money beyond what the HAP Contract/Adjustment Notification states as assigned by MSHDA. Do not enter into any “side-lease” arrangement with the landlord. The lease approved by MSHDA is the only lease allowed.

# Additional Tenant Obligations



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- Abide by all conditions of the lease, including paying the tenant portion of the rent on time.
  - Not be related to the landlord/owner. This means, the landlord/owner cannot be a parent, child, grandparent, grandchild, sister or brother to any household member unless MSHDA has granted pre-approval to provide a reasonable accommodation for a family member with disabilities.
  - Not have any interest or ownership in the assisted unit.
  - Report any notification of foreclosure immediately to MSHDA.
  - Notify MSHDA in writing at least 10 business days before leaving their unit if they are going to be absent from the unit for more than three consecutive weeks.

# Additional Landlord Obligations



- List all authorized members of an assisted unit on the lease and report unauthorized persons/activity to MSHDA.
- Report to MSHDA any changes in contact information (physical mailing address, telephone number, etc.)
- Report any changes in ownership, or management company, immediately as they occur to MSHDA.
- Not engage in any criminal activity.
- Report any police calls to the unit to MSHDA.
- Report violations of utility usage to MSHDA such as disconnected utilities, illegal connection to utilities, etc.
- Not accept nor charge tenant any additional moneys beyond what is stated in the HAP Contract/Adjustment Notification as assigned by MSHDA.

# Additional Landlord Obligations



- Not enter into any “side-lease” agreement with the tenant. The lease approved by MSHDA is the only lease allowed.
- Enforce the terms of the lease, and immediately report to MSHDA any tenant lease violations (including failure to pay the tenant portion of the rent) and/or eviction actions to MSHDA.
- Not reside in the assisted unit.
- Report any impending foreclosure action and/or change of ownership immediately to MSHDA (do NOT forward HAP payments to the new owner).
- Not be related (parent, child, grandparent, grandchild, sister or brother) to any household member of the tenant family unless MSHDA has granted pre-approval to provide a reasonable accommodation for a family member with disabilities.

# Additional Landlord Obligations

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- Follow all laws and regulations governing tenant/landlord relationships.
- Make repairs to the unit as required and notify MSHDA of any corrected deficiencies by the specified date.
- Must adhere to local rental property registration and code requirements.



## **Selecting A Unit**

# Expanding Housing Opportunities



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When deciding where you would like to live, consider the following:

- Is it a safe neighborhood?
- Is it near a school you want your children to attend?
- How far is the closest grocery store? Gas station?
- Is the unit near your work and day care?
- Is it near your doctor and other health professionals?
- Is public transportation available?

More information regarding areas of minority and poverty concentration and maps can be found on MSHDA's website at:

[https://www.michigan.gov/mshda/0,4641,7-141-5555\\_5626-299074--,00.html](https://www.michigan.gov/mshda/0,4641,7-141-5555_5626-299074--,00.html)

# Selecting A Unit



When selecting a unit, consider the following:

- Do you meet the landlord's screening and eligibility criteria?
  - Is the unit and property clean and well kept?
  - Is the condition of the unit good?
  - Will it pass inspection?
  - What utilities are included in rent?
  - Who supplies the stove and refrigerator?
  - What is the maintenance policy?
- 
- Be sure to tour the unit and make sure it will meet your family needs for a minimum of one year.

# Lead Based Paint



**Protect  
Your  
Family  
From  
Lead in  
Your  
Home**

 **EPA** United States  
Environmental  
Protection Agency

 United States  
Consumer Product  
Safety Commission

 United States  
Department of Housing  
and Urban Development

June 2017

# Lead-Based Paint



- 
- Many homes built before 1978 have lead-based paint. Lead from paint, chips, and dust can pose serious health hazards.
  - Your new landlord must tell you if they have information about lead-based paint in your home.
  - Lead is especially dangerous to children under the age of 6 (six).

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

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**A Good Place  
to Live!**

# Inspection



- Before MSHDA provides rental assistance, your unit must pass an inspection. The MSHDA inspector will verify that the unit meets the Housing Quality Standards (HQS) including but not limited to items outlined in the booklet *A Good Place to Live*.
- If possible, you should attend the inspection. An adult must be present.
- All utilities must be on in order for the unit to be inspected.
- If you are providing the stove and/or refrigerator, they must be in the unit and working at the time of inspection.
- All smoke and carbon monoxide detectors in the unit must be in working order. Additional smoke and carbon monoxide detectors may be required to pass inspection.
- If repairs are needed in order for the unit to pass inspection, your landlord must be allowed access to the unit to make any required repairs.



## **Your Rental Assistance**

# Utility Schedule Example #1



## Michigan State Housing Development Authority Utility Schedule - Region A

Effective: January 1, 2020

Counties in Region A: Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon, Schoolcraft

Structure Type	includes:	Standard Utility Allowance															Calculation				
		Apartment					Attached					Detached					Fill in the appropriate amount on the chart for each utility/appliance that you are responsible to pay. Add the total from each category for your total utility allowance.				
Utility	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	0 BR	1 BR	2 BR	3 BR			4 BR	5 BR	
Heating	Natural Gas	\$21	\$25	\$29	\$34	\$38	\$42	\$38	\$45	\$49	\$52	\$56	\$59	\$30	\$35	\$42	\$48	\$54	\$61	Heating	\$29
	Bottle Gas	\$76	\$90	\$106	\$122	\$138	\$155	\$139	\$164	\$177	\$190	\$203	\$216	\$109	\$128	\$151	\$175	\$198	\$221		
	Electric	\$33	\$39	\$54	\$69	\$84	\$99	\$48	\$56	\$75	\$93	\$112	\$130	\$81	\$95	\$112	\$129	\$146	\$163		
	Fuel Oil	\$79	\$93	\$109	\$126	\$143	\$160	\$144	\$169	\$183	\$196	\$209	\$223	\$112	\$132	\$156	\$180	\$204	\$228		
Cooking	Natural Gas	\$2	\$2	\$3	\$4	\$5	\$6	\$2	\$2	\$3	\$4	\$5	\$6	\$2	\$2	\$3	\$4	\$5	\$6	Cooking	\$10
	Bottle Gas	\$6	\$8	\$11	\$14	\$18	\$21	\$6	\$8	\$11	\$14	\$18	\$21	\$6	\$8	\$11	\$14	\$18	\$21		
	Electric	\$6	\$7	\$10	\$13	\$16	\$19	\$6	\$7	\$10	\$13	\$16	\$19	\$6	\$7	\$10	\$13	\$16	\$19		
Hot Water	Natural Gas	\$5	\$6	\$8	\$10	\$13	\$15	\$6	\$7	\$10	\$13	\$16	\$19	\$6	\$7	\$10	\$13	\$16	\$19	Hot Water	\$8
	Bottle Gas	\$17	\$20	\$29	\$38	\$47	\$56	\$21	\$25	\$36	\$47	\$58	\$70	\$21	\$25	\$36	\$47	\$58	\$70		
	Electric	\$16	\$19	\$25	\$30	\$35	\$41	\$21	\$24	\$31	\$38	\$44	\$51	\$21	\$24	\$31	\$38	\$44	\$51		
	Fuel Oil	\$18	\$21	\$30	\$39	\$48	\$58	\$22	\$26	\$37	\$49	\$60	\$72	\$22	\$26	\$37	\$49	\$60	\$72		
Other Electric		\$22	\$26	\$36	\$46	\$56	\$66	\$27	\$32	\$44	\$56	\$69	\$81	\$32	\$38	\$53	\$68	\$83	\$98	Electric	\$36
Water		\$30	\$34	\$56	\$90	\$124	\$158	\$30	\$34	\$56	\$90	\$124	\$158	\$30	\$34	\$56	\$90	\$124	\$158	Water	
Sewer		\$38	\$42	\$70	\$113	\$155	\$197	\$38	\$42	\$70	\$113	\$155	\$197	\$38	\$42	\$70	\$113	\$155	\$197	Sewer	
Trash		\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	Trash	
Natural Gas Service Charge*		\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	Nat. Gas SC*	\$12
Electric Service Charge		\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	Elec. SC	\$9
Range**		\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	Range**	
Refrigerator**		\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	Refrigerator**	
Air Conditioning***		\$1	\$1	\$2	\$2	\$3	\$4	\$1	\$2	\$2	\$3	\$3	\$4	\$1	\$1	\$2	\$4	\$5	\$6	A/C***	
Total																				\$104	

\* Natural Gas Service Charge: Natural Gas service charge only allowed for Natural Gas utilities.

\*\* Tenant Furnished Appliance Allowance: Only allowed if the tenant is responsible for supplying the range and/or refrigerator.

\*\*\* Air Conditioning Allowance: Only allowed if windows are not operable.

# Utility Schedule Example #2



## Michigan State Housing Development Authority Utility Schedule - Region A

Effective: January 1, 2020

Counties in Region A: Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon, Schoolcraft

Structure Type	Standard Utility Allowance																		Calculation		
	Apartment						Attached						Detached						Fill in the appropriate amount on the chart for each utility/appliance that you are responsible to pay. Add the total from each category for your total utility allowance.		
	High-rise, Low-rise						Townhouse, Duplex, Triplex, Fourplex						Single Family Detached, Manufactured Home								
Utility	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR			
Heating	Natural Gas	\$21	\$25	\$29	\$34	\$38	\$42	\$38	\$45	\$49	\$52	\$56	\$59	\$30	\$35	\$42	\$48	\$54	\$61	Heating	\$48
	Bottle Gas	\$76	\$90	\$106	\$122	\$138	\$155	\$139	\$164	\$177	\$190	\$203	\$216	\$109	\$128	\$151	\$175	\$198	\$221		
	Electric	\$33	\$39	\$54	\$69	\$84	\$99	\$48	\$56	\$75	\$93	\$112	\$130	\$81	\$95	\$112	\$129	\$146	\$163		
	Fuel Oil	\$79	\$93	\$109	\$126	\$143	\$160	\$144	\$169	\$183	\$196	\$209	\$223	\$112	\$132	\$156	\$180	\$204	\$228		
Cooking	Natural Gas	\$2	\$2	\$3	\$4	\$5	\$6	\$2	\$2	\$3	\$4	\$5	\$6	\$2	\$2	\$3	\$4	\$5	\$6	Cooking	\$13
	Bottle Gas	\$6	\$8	\$11	\$14	\$18	\$21	\$6	\$8	\$11	\$14	\$18	\$21	\$6	\$8	\$11	\$14	\$18	\$21		
	Electric	\$6	\$7	\$10	\$13	\$16	\$19	\$6	\$7	\$10	\$13	\$16	\$19	\$6	\$7	\$10	\$13	\$16	\$19		
Hot Water	Natural Gas	\$5	\$6	\$8	\$10	\$13	\$15	\$6	\$7	\$10	\$13	\$16	\$19	\$6	\$7	\$10	\$13	\$16	\$19	Hot Water	\$13
	Bottle Gas	\$17	\$20	\$29	\$38	\$47	\$56	\$21	\$25	\$36	\$47	\$58	\$70	\$21	\$25	\$36	\$47	\$58	\$70		
	Electric	\$16	\$19	\$25	\$30	\$35	\$41	\$21	\$24	\$31	\$38	\$44	\$51	\$21	\$24	\$31	\$38	\$44	\$51		
	Fuel Oil	\$18	\$21	\$30	\$39	\$48	\$58	\$22	\$26	\$37	\$49	\$60	\$72	\$22	\$26	\$37	\$49	\$60	\$72		
Other Electric	\$22	\$26	\$36	\$46	\$56	\$66	\$27	\$32	\$44	\$56	\$69	\$81	\$32	\$38	\$53	\$68	\$83	\$98	Electric	\$68	
Water	\$30	\$34	\$56	\$90	\$124	\$158	\$30	\$34	\$56	\$90	\$124	\$158	\$30	\$34	\$56	\$90	\$124	\$158	Water	\$90	
Sewer	\$38	\$42	\$70	\$113	\$155	\$197	\$38	\$42	\$70	\$113	\$155	\$197	\$38	\$42	\$70	\$113	\$155	\$197	Sewer	\$113	
Trash	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	Trash	
Natural Gas Service Charge*	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	Nat. Gas SC*	\$12
Electric Service Charge	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	Elec. SC	\$9
Range**	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	Range**	\$3
Refrigerator**	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	Refrigerator**	\$5
Air Conditioning***	\$1	\$1	\$2	\$2	\$3	\$4	\$1	\$2	\$2	\$3	\$3	\$4	\$1	\$1	\$2	\$4	\$5	\$6		A/C***	
Total																				\$374	

\* Natural Gas Service Charge: Natural Gas service charge only allowed for Natural Gas utilities.  
 \*\* Tenant Furnished Appliance Allowance: Only allowed if the tenant is responsible for supplying the range and/or refrigerator.  
 \*\*\* Air Conditioning Allowance: Only allowed if windows are not operable.

# Voucher



## Voucher Housing Choice Voucher Program

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

OMB No. 2577-0169  
(Exp. 04/30/2018)

Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

**Privacy Act Statement.** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names is mandatory. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher issuance.

Please read entire document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)	1. Unit Size	
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.	2. Issue Date (mm/dd/yyyy)	
3. Date Voucher Expires (mm/dd/yyyy) Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)	3. Expiration Date (mm/dd/yyyy)	
4. Date Extension Expires (if applicable) (mm/dd/yyyy) (See Section 6. of this form)	4. Date Extension Expires (mm/dd/yyyy)	
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)
7. Name of Public Housing Agency (PHA)		
8. Name and Title of PHA Official	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)

### 1. Housing Choice Voucher Program

- A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.
- B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

### 2. Voucher

- A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.
- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

# Voucher



- 
- Read your Voucher (HUD 52646) thoroughly and carefully.
  - The Voucher is proof to your landlord that you have HCV assistance.
  - The unit size is the number of bedrooms for which your family qualifies and is used in determining the amount of assistance you will receive from MSHDA.
  - The expiration date is the date a Landlord Packet must be received by your housing agent. If a completed Landlord Packet is not received prior to the expiration date on your Voucher, you may be denied assistance.
  - If you are having difficulty finding a unit, please contact your housing agent before your voucher expiration date.

# Housing Search



## HOUSING CHOICE VOUCHER PROGRAM Housing Assistance Information

Head of Household Name: \_\_\_\_\_ Last 4 SSN: \_\_\_\_\_ Date: \_\_\_\_\_

### Your Voucher:

- Read your Voucher (HUD 52646) thoroughly and carefully. Your Voucher is issued for an initial period of 80 days and your Landlord Packet must be submitted before your voucher expires. MSHDA will approve a 30-day voucher extension if you make a request to your Housing Agent prior to the Voucher expiration date. If you have extenuating circumstances and need additional time to locate a housing unit, contact your Housing Agent prior to the expiration of your Voucher.
- When a Landlord Packet is received by your Housing Agent, the term of the voucher will be suspended while the request is processed. The suspension ends when your Housing Agent notifies you in writing whether the Landlord Packet has been approved or denied.

Your Estimated Assistance		
Your household income, family size, and the size of the unit determine the amount of your rental assistance.		
A		Voucher Size (Number of Bedrooms)
B	\$	Payment Standard
C	\$	Greater of 10% of Gross Monthly Income, 30% of Adjusted Monthly Income, or Minimum Total Tenant Payment (\$50.00)
D	\$	Maximum Subsidy (B minus C)
E	\$	40 % of Adjusted Monthly Income
F	\$	E minus C if greater than \$0; otherwise enter \$0
G	\$	Maximum Gross Rent (B plus F)
Your Estimated Rent Portion		
Use the chart below to calculate your estimated rent portion.		
H	\$	Proposed Rent for Unit
I	\$	Utility Allowance (tenant paid utilities from Utility Schedule)
J	\$	Gross Rent (H plus I) CANNOT exceed Box G
K	\$	Lower of Payment Standard (B) or Gross Rent (J)
L	\$	Subsidy/MSHDA Payment (K minus C)
M	\$	Your Rent (H minus L). You are also responsible for tenant paid utilities.

### Your Rent Portion:

- You may select a different size unit than listed in Box A as long as the unit is less than or equal to estimated Maximum Gross Rent in Box G. If you select a smaller size unit your Estimated Assistance will need to be recalculated.
- You must pay for all utilities that are not included as part of the rent. Your Utility Allowance will be calculated based on the lower of Voucher Eligibility Size (Box A) or actual unit bedroom size.
- The minimum amount you will pay for rent and utilities is \$50.00. For information on hardship exemptions, contact your Housing Agent.

# Voucher Extensions and Suspensions



- Your Voucher is issued for an initial period of 60 days and your Landlord Packet must be submitted before your voucher expires. MSHDA will approve a 30-day voucher extension if you make a request to your housing agent prior to the Voucher expiration date. If you have extenuating circumstances and need additional time to locate a housing unit, contact your housing agent prior to the expiration of your Voucher.
- When a Landlord Packet is received by your housing agent, the term of the voucher will be suspended while the request is processed. The suspension ends when your housing agent notifies you in writing whether the Landlord Packet has been approved or denied.

# Your Estimated Rent Portion



- You may select a different size unit than listed in Box A of the Housing Assistance Information form as long as the unit is less than or equal to estimated Maximum Gross Rent in Box G. If you select a smaller size unit your Estimated Assistance will need to be recalculated.
- Gross Rent is the total rent amount due to the landlord (MSHDA and tenant portion) plus tenant paid utilities. The Gross Rent must not be more than the current payment standard for your county.
- You must pay for all utilities that are not included as part of the rent. Your Utility Allowance will be calculated based on the lower of Voucher Eligibility Size (Box A) or actual unit bedroom size.
- The minimum amount you will pay for rent and utilities is \$50.00. For information on hardship exemptions contact your Housing Agent.

# Your Estimated Rent Portion



Example 1: Calculating Total Tenant Payment – <b>Monthly Adjusted Income</b>	
30% of monthly adjusted income	$\$700 \times .30 = \$210$
10% of monthly income	$\$740 \times .10 = \$74$
MSHDA minimum rent	\$50
<b>Total Tenant Payment (TTP)</b>	<b>\$210</b>
The tenant will never pay less than the TTP regardless of the unit selected	

# Your Estimated Rent Portion



## Example 2: Calculating Total Tenant Payment – **Minimum Rent**

30% of monthly adjusted income	$\$134 \times .30 = \$40$
10% of monthly income	$\$174 \times .10 = \$17$
MSHDA minimum rent	\$50
<b>Total Tenant Payment (TTP)</b>	<b>\$50</b>
The tenant will never pay less than the TTP regardless of the unit selected	

# Your Estimated Rent Portion



Example 3: Helping Family Determine <b>Maximum Gross Rent Amount</b>	
Total Tenant Payment (TTP)	\$210
Maximum initial rent burden	\$280
Payment Standard	\$450
Maximum subsidy	\$240
TTP when the gross rent (rent+utilities) is at or below than the payment standard	\$210
TTP when the gross rent (rent+utilities) is higher than the payment standard	The family will pay between \$211 and \$240, the maximum initial rent burden allowed.
Maximum gross rent for selected unit	The maximum gross rent is the maximum initial rent burden \$280 plus the maximum subsidy MSHDA can pay of \$240. In this example, the gross rent is \$520.

# Your Estimated Rent Portion

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Example 4: Calculating the <b>Maximum</b> Rent Burden at Initial Occupancy	
30% of monthly adjusted income	$\$700 \times .30 = \$210$
40% of monthly adjusted income	$\$700 \times .40 = \$280$
Maximum initial rent burden	\$280

## Where You May Choose To Live



- You may be able to stay where you are or move.
- Within the limitations of the regulations, a family with a voucher has a right to use the voucher to lease a unit anywhere in the United States as long as the unit is located within the jurisdiction of a Public Housing Agency administering a tenant-based voucher program.
- If you were living in Michigan when you applied for rental assistance, you may move outside of the State (portability option) and receive rental assistance.
- If you move within Michigan (as a transfer) or out of Michigan (under portability), income limits, the rent limits and bedroom size you are eligible for may change

## Where You May Choose To Live



- 
- For assistance in obtaining the name and address of the Housing Authority that manages the HCV program where you want to move, refer to HUD's:
    - Public and Indian Housing (PIH) Information and Resource Center (1-800-955-2232). Menu options are available in English and Spanish. Or
    - Website: <http://www.hud.gov/offices/pih/pha/contacts/index.cfm>.

# Rent Reasonableness



- No unit can be approved until MSHDA has determined that the rent for the unit is reasonable. The purpose of rent reasonableness is to ensure that a fair rent is paid for each unit in the HCV program.
- HUD regulations define a reasonable rent as one that does not exceed the rent charged for similar unassisted units in the same market area. HUD also requires that owners not charge more for assisted units than for comparable units on the premises.
- Once you have selected a unit and submitted the required paperwork, your housing agent will determine if the requested rent is reasonable.

Your housing agent will use GoSection8, an independent source for similar unit information, to make their determination.

# Affordability



- 
- You cannot pay more than 40% of your adjusted monthly income for rent and tenant-supplied utilities.
  - Once you have selected a unit and submitted the required paperwork, your housing agent will perform a calculation using your most current income and household data you have provided.
  - If the unit exceeds the 40% affordability limit, MSHDA cannot approve the unit for rental assistance unless the owner is willing to negotiate the rent and/or utilities. If the owner will not negotiate the rent, you must locate a different unit.

# Reasonable Accommodation



- 
- If you or a member of your household is a person with a disability and require a reasonable accommodation in order to participate in MSHDA's affordable housing program(s) or services, please submit your request in writing to your housing agent.
  - Some examples of reasonable accommodations include: extra bedroom for medical equipment, live-in aides, separate bedroom for sleeping, renting from a prohibited relative, higher utility allowance than approved utility allowance schedule, and using a higher payment standard than approved to enable a person with disabilities to find a suitable unit.

# Tenancy Addendum



## 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

OMB Approval No. 2577-0169  
exp. 7/31/2022

The Tenancy Addendum is part of the HAP contract and lease. Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collection, reviewing and reporting the data. The information is being collected as required by 24 CFR 982.451 which in part states the PHA must pay the housing assistance payment promptly. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless there is a valid OMB number. Assurances of confidentiality are not provided under this section.

HUD is committed to protecting the privacy of an individual's information stored electronically or in paper form in accordance with federal privacy laws, guidance and best practices. HUD expects its third-party business partners including Public Housing Authorities who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

### 1. Section 8 Voucher Program

- a. 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).
- b. 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.

### 2. Lease

- a. 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.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

### 3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. 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.
- c. 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 profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

### 4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. 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.
- c. 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:

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

### 5. Family Payment to Owner

- a. 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.
- b. 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.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. 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.
- e. 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.
- f. The owner must immediately return any excess rent payment to the tenant.

### 6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. 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.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

# Tenancy Addendum



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- Read the Tenancy Addendum (HUD 52641-A) thoroughly and carefully.
  - The landlord and the tenant sign the landlord's lease.
  - The HUD Tenancy Addendum contains the information that must be included in your lease and is attached to your lease.
  - If there is any conflict between the tenancy addendum and any other lease provisions, the language in the tenancy addendum must be followed.



## Landlord Packet

# Landlord Packet



## HOUSING CHOICE VOUCHER PROGRAM Landlord Packet

### Attached please find the following for review and completion:

1. Rent Reasonableness Frequently Asked Questions (MSHDA-142)
2. Property Owner Checklist (MSHDA-52517a)
3. Request for Tenancy Approval (HUD-52517)
4. Disclosure of Information on Lead-Based Paint (MSHDA-1637b)
5. Notice and Disclosure of Select HCV Program Rules (MSHDA-51c)
6. Notice to HCV Owners and Managers Regarding VAWA (MSHDA-1632)
7. Request for Taxpayer Identification Number and Certification (IRS W-9/W-8) – Owner and Management Company
8. Payee Authorization (MSHDA-220)

### Additional required documents:

1. Proof of ownership, and management agreement (if applicable)
2. Proof of current, paid property taxes for this unit.
3. Other:

### All Documentation Listed Above Must Be Completed Before Housing Assistance May Begin

When all required documents are received, and the unit has been determined to be affordable and rent reasonable, your Housing Agent (HA) will call to schedule an HQS Inspection. For more information on the requirements for the unit

### Requirements For Lease:

The landlord must provide a lease to MSHDA for review. While the lease is between the landlord/owner and the tenant, MSHDA must approve the lease. The lease must contain at a minimum:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, and any other information needed to identify the contract unit)
- The term of the lease (initial term and any provisions for renewal)
- The amount of the monthly rent to owner
- A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. **NOTE:** The owner of an assisted unit may not bill HCV participants for master-metered utilities unless the building is equipped with sub-meters that allow the owner to invoice the HCV participant based on actual consumption and utility rates for their unit only.
- List all persons who will live in the unit (including live-in aides). Only Landlord and MSHDA approved persons may reside in the unit.

Note: It is the landlord's responsibility to screen tenants for suitability.

### Housing Choice Voucher (HAP) Contract (HUD-52641):

The Contract is the agreement between the landlord and MSHDA. Once the unit has passed an HQS Inspection, MSHDA will prepare the Contract for your signature. The effective date of the HAP Contract must be on or after all program requirements have been met. You will receive a copy of the completed signed Contract.

**No payments will be made by MSHDA until a signed copy of the HAP Contract and a properly executed Lease are received.**

Return completed forms and required documents to:

# Landlord Packet



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This packet contains all the information that you must provide to your landlord once you select a unit.

You must complete, sign and date your portion of:

1. Request for Tenancy Approval (HUD-52517)
2. Disclosure of Information on Lead-Based Paint (MSHDA 1637b).
3. Notice and Disclosure of Select HCV Program Guidelines (MSHDA 51c)



# Lease Requirements



The landlord must provide a lease to MSHDA for review. While the lease is between the landlord/owner and the tenant, MSHDA must approve the lease. The lease must contain at a minimum:

- The names of the owner and the participant.
- The unit rented (address, apartment number, and any other information needed to identify the contract unit).
- The term of the lease (initial term and any provisions for renewal).
- The amount of the monthly rent to owner.
- A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family.
- List all persons who will live in the unit (including live-in aides). Only landlord and MSHDA approved persons may reside in the unit.