

# **LANDLORD HANDBOOK**

## **THE WASHINGTON COUNTY CDA RENTAL ASSISTANCE PROGRAMS**

**WASHINGTON COUNTY COMMUNITY DEVELOPMENT AGENCY  
7645 CURRELL BLVD  
WOODBURY, MN 55125**

**SERVING PEOPLE AND COMMUNITIES**

**AN EQUAL OPPORTUNITY EMPLOYER**

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## **WELCOME!**

The Washington County Community Development Agency (CDA) has included information in this packet to answer your questions now and also serve as a place that you can find answers later. Please feel free to ask your Rental Assistance Specialist for help as needed. Providing rental assistance for a unit takes cooperation from the tenant, the landlord/manager and the Washington County Community Development Agency (CDA) staff.

Be sure you have the screened your tenant and have the facts about the program before you rent a unit.

The information provided in this handbook is meant as general guidance for landlords and was taken from various documents. It is not a substitute for legal advice and it is not a contract.

If you have specific questions, you may wish to contact your CDA Rental Assistance Specialist.

## **RENTAL ASSISTANCE:**

Rental Assistance Programs administered through the Washington County CDA provide income eligible participants with the ability to rent decent, safe, sanitary and affordable units. Each rental assistance program has certain requirements for eligibility but the one requirement that crosses all programs is that the participant is income eligible and needs financial assistance in order to rent a unit.

The CDA pays a portion of the rent equal to 30% of the tenant's monthly adjusted income subtracted from the assigned payment standard. Payment standards are based on data provided from the U.S. Department of Housing and Urban Development (HUD). Participants in the rental assistance programs can pay up to 40% of their monthly adjusted income as their portion of the rent. Gross rent (contract rent plus the cost of utilities that the tenant must pay) that exceeds the tenant's 40% of monthly adjusted income plus the maximum that the CDA can pay is considered unaffordable and the tenant cannot rent that unit unless the landlord decides to lower the rent.

Housing Choice Voucher, Section 8, HUD, CDA are names that are commonly used for rental assistance. The Washington County CDA administers the following programs:

Housing Choice Voucher/Section 8:	Federal Rental Assistance
Bridges I:	Minnesota State rental assistance for persons with mental health disabilities
Bridges II:	Washington County rental assistance for persons with mental health disabilities
Bridges Regional Treatment Center:	Minnesota State rental assistance for persons with mental health disabilities exiting a treatment facility with no home to return to.
Shelter Plus Care:	Federal Rental assistance for homeless persons.

Although the name of our agency is the Washington County CDA, we are not part of County government. Therefore, we are not connected with the County Economic Assistance Office, (TANF, SNAP, and Medical Assistance Programs, etc.) We do not openly share information with the County offices, nor do County offices automatically share information with the CDA.

Informing the CDA about problems with the tenancy is your responsibility. Don't assume the tenant will tell the CDA about changes or problems that are occurring.

**Do not change the terms of the lease—such as changing the responsibility for utilities---** without providing the CDA with a 60 day written notice prior to the effective date of the proposed changes. Changing the terms of the lease without informing the CDA would be fraud and could be penalized under federal statutes.

## **PAYMENT STANDARDS**

The Housing Choice Voucher/ Section 8 Program and several other rental assistance programs use a "Payment Standard" which reflects the cost of housing and utilities for this area. The Payment Standard is used to determine the maximum subsidy amount that the tenant will receive. If the gross rent (contract rent plus the cost of utilities that the tenant must pay) is below the payment standard then generally the subsidy, the amount paid to the owner by the CDA, is the Payment Standard minus 30% of the tenant's adjusted monthly income.

## **OCCUPANCY/SUBSIDY STANDARDS**

The CDA signs a voucher with the program participant. The voucher states that the participant is able to participate in the rental assistance program and it determines the size unit that the tenant is eligible to rent. Tenants may rent larger units or smaller units than listed on the voucher but this is dependent on the affordability of the rent and the occupancy standards. The CDA will determine the appropriate voucher bedroom size for the tenant by applying the following criteria:

1. The bedroom size assigned should not require more than two persons to occupy the same bedroom.
2. The first bedroom will be assigned to the Head of Household and one other adult household member
3. Minor children of the opposite gender will be issued a separate bedroom at the age of 10.
4. An adult and a minor child, unless of the same gender, will not be issued the same bedroom.

The regulations provide that a family may rent a unit with more bedrooms than stated on the voucher, but the family's subsidy will be based on the applicable payment standard for the unit size for which the family is eligible and must still be affordable. The rent must still be reasonable.

If a family rents a unit with fewer bedrooms, it must comply with the Housing Quality Standards (HQS) requirements (not more than 2 persons per living/sleeping room). The subsidy will be based on the unit size

## **INFORMATION FOR LANDLORDS:**

### **HOW TO RENT TO A PERSON WHO HAS RENTAL ASSISTANCE**

1. Advertise your vacancy. You may wish to advertise your opening through Housing Link. Housing Link is a free service. You may contact them at 612-522-2500 or [housinglink.org](http://housinglink.org)
2. The CDA is required to provide the following information to prospective landlords:
  - The prospective tenant's current address
  - The prospective tenant's current landlord and address, if known
  - The prospective tenant's prior landlord and address, if known
3. Take applications and screen your prospective tenants. If the tenant that you determine is eligible to rent your unit has rental assistance, you will need to complete the Request for Tenancy Approval (RFTA) form. The tenant will provide you with the RFTA.
4. The RFTA is very important. A rental assistance participant will have an RFTA for the landlord to fill out in order to set up rental assistance at that unit. On the RFTA the landlord indicates that he/she is willing to rent to the rental assistance participant. The RFTA describes the type of unit, how much rent the landlord wants for the unit, what utilities the tenant has to pay and what rent the landlord charges for other similar units. The RFTA identifies who the rent should be paid to. The Landlord may not charge a tenant on rental assistance more than un-assisted tenants for either rent or the security deposit. Utilities that the tenant must pay must be separately metered and must reflect only the tenant's usage. Utilities that the tenant must pay must be in the tenant's name.
5. The RFTA form is due on the 15th of the month for assistance to begin on the 1st of the following month. Assistance will only begin on the 1<sup>st</sup> of each month. No action will be taken by the CDA until the RFTA is received. If you want the rent assistance to begin on the 1st day of a month, the RFTA must be to the CDA by the 15th of the preceding month. Any requests submitted after the 15th of a given month may result in a delay of the rental assistance until at least the 1<sup>st</sup> of the second following month. For example, if you submit the RFTA to the CDA by October 15th, the Housing Assistance Payment (HAP) contract could begin on November 1st. If you submit it after October 15th, the assistance could begin no sooner than December 1<sup>st</sup>.
6. After the CDA receives the RFTA, the CDA will determine if the unit contract rent is within the program guidelines. Contract rent must be reasonable as compared to other un-assisted units of similar size, features and amenities. If the unit contract rent does not meet program guidelines, the Rental Assistance Specialist will contact the landlord to discuss options. The CDA must deny a tenancy when the family share of the rent exceeds 40% of their monthly adjusted income. Remember

that agreeing to side payments from the tenant is considered fraud and could result in federal penalties. ONLY accept the amount of payment from the tenant that has been approved by the CDA. Separate agreements for the rent of a garage or storage space must be in writing and must be approved by the CDA. The rent for these items must be reasonable.

7. If the unit contract rent is approved, the CDA will prepare the necessary leasing and contract papers. The Housing Assistance Payment Contract is an agreement between the landlord and the CDA. It runs concurrently with the lease and terminates when the lease terminates. These will be mailed to the landlord to be signed. **No payment can be made until a copy of the lease and the signed contract have been returned to the CDA office.**
8. After the CDA approves the RFTA, the CDA will make arrangements to inspect the unit. **No payments can be made on a unit until it passes inspection. If the unit passes inspection after the first of the month the rent will be pro-rated.**
9. The CDA covers all communities in Washington County.

## REMEMBER

On the Housing Choice Voucher program it is illegal for the tenant and the landlord to make arrangements for additional payments that have not been approved by the CDA (side payments). This is considered fraud and there are penalties and fines under federal law for fraud.

## HAP CONTRACT AND LEASE

The Housing Assistance Payment (HAP) contract is between the CDA and the landlord and provides the contractual agreement to pay rent on a particular unit on behalf of the assisted tenant. The lease is the contractual agreement between the landlord and the assisted tenant to pay rent and occupy a particular unit. The HAP contracts run concurrently with the lease and terminates when the lease terminates.

HAP contracts may also end when a family's income increases to the point that the CDA payment is no longer necessary. The HAP contract automatically terminates 180 calendar days after the last assistance payment is made to the owner.

If the family commits fraud or in some way violates their obligations under the rental assistance program, the HAP contract will terminate and the family will be responsible for the entire rent. The CDA will provide the landlord with notice when the tenant has been terminated from the rental assistance program.

## HAP CONTRACT PAYMENTS

Housing Assistance Payments (HAP) cannot be issued until the following information has been supplied:

1. A signed copy of the lease and Housing Assistance Payments Contract has been returned to the CDA office.

2. The Unit has passed inspection.
3. If you are a new landlord and have never worked with the CDA before in its rental assistance programs, you will be required to supply tax information so that a 1099 can be completed at the end of the year.
4. You will also be required to provide routing information so that direct deposits of rent payments can be made to your bank account.
5. You will need to provide a current email address so that you can notified when your payment has been deposited to your account.

## **TENANT OBLIGATIONS:**

The tenant must comply with the terms of the lease. Serious and persistent failure to comply with the lease may result in termination of the family's rental assistance.

The tenant must provide true and complete information to the CDA.

The tenant may not damage the unit beyond normal wear and tear. Repeated or excessive damages to the unit beyond normal wear and tear will be considered a serious or repeated violation of the lease. Ordinary wear and tear means deterioration that occurs without negligence, carelessness or abuse of premises, equipment, furnishings or appliances by the tenant, a member of household or other persons on the premises with tenant's consent.

The tenant must be in good standing with the Washington County CDA and the landlord when it comes time to move. The tenant must provide a written 60 day notice of vacate to the CDA. The tenant must be current in rent and utilities when the tenant decides to vacate your unit. If the tenant is not in good standing you must contact the CDA prior to the tenant moving out.

The tenant must notify in writing both the landlord and the CDA when anyone moves in or out of the unit. The people who are on the lease are the only people allowed to live in the unit. If you suspect that the tenant has additional persons living in the unit please contact the CDA.

The tenant may not sublease or sublet the unit.

The tenant may not transfer the unit to anyone else.

The tenant must live in the unit. The tenant must notify the CDA in writing if they intend to be away from the unit.

The tenant must not own or have any ownership interest in the unit.

The tenant may not commit fraud, bribery or any other corrupt or criminal act in connection with the rental assistance program.

The tenant may not engage in either illegal drug related or violent criminal activity.

## **TENANT DUTIES UNDER MINNESOTA LAW:**

The tenant must pay the rent in the amount and at the time agreed upon.

The tenant must not cause damage to the apartment other than ordinary wear and tear.

The tenant must act in ways that do not unreasonably disturb other tenants in the building.

The tenant must obey the rules and agreements made in the lease, which are legal.

## **LANDLORD OBLIGATIONS:**

When you rent a unit to a tenant you cannot use part of the unit for your personal storage.

As the landlord you cannot live in the unit with the tenant.

You cannot be a relative of the tenant. If the tenant has a disability and you are a relative of the tenant and the unit you own provides the tenant with accommodations related to the disability and not available from other landlords please have the tenant contact the CDA to request a reasonable accommodation.

The lease must comply with state and local law. The start and end dates of the Housing Assistance Payments (HAP) Contract between the CDA and the owner and of the lease must match. The earliest that the lease and HAP contract can start is the first day that the unit passes inspection. The lease and the HAP contract must start on the same day. The HAP contract cannot start until the unit passes inspection. The federal HAP contract prevails over the lease when there is a conflict between the lease and the HAP contract

The term of the lease must be for at least one year. The CDA may approve a shorter term under the following conditions:

1. A shorter term improves housing opportunity for the tenant
2. Shorter terms are the prevailing market practice

The PHA will not approve a longer term than one year.

If you wish to increase the rent after the initial term of the lease you must give the CDA and the tenant a written 60 day notice prior to the effective date.

The CDA will allow one rent increase every twelve months. The rent increase must be considered reasonable for the type of unit, the area and the amenities that the unit offers. If the rent increase is not considered reasonable, then the CDA cannot approve the increase.

After the initial lease term, if you want to change something in the lease, you have a right to do so. However, the changes must conform to Housing Choice Voucher Program rules. Any changes to the lease must be done in writing and be signed by both the landlord and the tenant. This agreement must be submitted to the CDA for approval at least 60 days in advance of the effective date.

Do not transfer the tenant to a different unit without written notice to the CDA 60 days in advance of the transfer. The HAP contract and inspection are for a specific unit. If you



wish to transfer a tenant you will need to supply a new lease, a new HAP contract must be signed and a new inspection must be performed.

The lease and the HAP contract specifically state who is living in the unit. By signing the HAP contract the landlord is certifying that these are the people who are living in the unit. If you suspect that more, less or different people are living in the unit than what you have listed on your lease or those that appear on the HAP contract you should contact the CDA to report this situation.

The landlord must not be involved in illegal drug or violent criminal activity.

The landlord must notify the CDA if the assisted unit has been sold.

The landlord must not commit fraud, bribery or any other corrupt or criminal act involving the rental assistance program.

The landlord must fulfill obligations under the HAP contract, including HQS.

The landlord must not violate the terms of the HAP contract.

The landlord may terminate tenancy during the term of the lease only for:

- Serious or repeated violations of the lease
- Violations of federal, state or local law that impose obligations on the tenant in connection with the use or occupancy of the unit or premises
- Other good cause, such as:
  - Failure to accept a new or revised lease
  - History of disturbance of neighbors, destruction of property
  - Living or housekeeping habits resulting in damage
  - The desire to use the unit for personal or family use
  - Business or economic reasons, such as sale or renovation

The landlord must keep the unit in good condition throughout the tenancy. The unit must be able to pass an HQS inspection at any time during the tenancy.

## **LANDLORD DUTIES UNDER MINNESOTA LAW:** **(Minnesota Attorney General's Handbook for Landlords and Renters)**

They must provide all the services and keep all the agreements stated in the lease.

They must keep the apartment in reasonable repair, and keep it up to the housing and building codes. They must keep it in a condition fit for the use intended.

They must not unreasonably disturb the tenant's use of the apartment.

Unless there is an agreement made that the landlord has the right to enter the property to inspect it or for some other reason, the landlord has **NO RIGHT** whatsoever to enter the unit without the tenant's permission. (The only exception is in an emergency, such as a fire or an overflowing bathtub.)

The landlord may evict a tenant only by going to court and not by locking out the tenant, Shutting off heat or lights, or removing the doors.

The landlord must notify the CDA in writing of any eviction proceedings.

## **EVICCTIONS:**

Landlords may sue in eviction court to have the tenant evicted (this is called an unlawful detainer) if the tenant has not paid the rent. The landlord may also evict the tenant if the tenant has broken the terms of the lease, but only if it says in the lease that the tenant can be evicted for breaking the lease terms. (In an unlawful detainer action, the landlord must prove his/her charges in court, and the tenant must have a chance to present their side of the story.)

The landlord cannot evict the tenant for discriminatory reasons (such as race, sex, marital status, religion, receipt of welfare, or because the tenant has children). The landlord also cannot give the tenant notice to move in order to get back at the tenant for making repair complaints or for trying to enforce the tenant's legal rights. (This is called "retaliatory eviction".)

If the tenant has not paid the rent, the landlord doesn't need to give a written notice to move, but can go directly to court.

The only way a landlord can legally evict a tenant is to go to court for an eviction order. Simply telling the tenant to move is called a vacate notice. An eviction requires going to court for a Writ of Restitution.

The landlord cannot lock a tenant out, turn off the utilities, or physically throw the tenant out. If he/she does, it is a criminal offense and the tenant would have a legal claim against him/her for money damages.

## **SIDE PAYMENT/FRAUD NOTICE:**

The Department of Housing and Urban Development is seriously concerned about fraud in the Housing Choice Voucher Program and has asked the CDA to provide this reminder. Following these simple rules will allow the landlord to participate in the Housing Choice Voucher Program and help the program run fairly and honestly. The results of not following these rules could be referral of the matter for investigation and you being accused of a federal crime.

The total rent payment to the landlord **must not** be more than the amount stated on the lease. Only one lease is allowed. The CDA determines what portion of this total rent the tenant is responsible to pay. If the tenant is any money in addition to this payment This could be construed as fraud. The CDA must determine if these extra payments are legal. Most of these payments are illegal and appropriate action will be taken against the landlord.

If your tenant has vacated the unit or your tenant has died and you still receive a rent payment on the first of the month following the event, please contact the CDA. It is considered fraud to accept rent payments for a tenant that is not living in the unit.

If you know of any cases of fraud by landlords, other families, or CDA employees, or if you have any questions on this subject, please call or write your CDA Rental Assistance Specialist at 7645 Currell Blvd., Woodbury, MN 55125, 651-458-0936.

## **WHEN THE TENANT MOVES OUT:**

The lease must state the notice period that must be given in order to vacate the unit. If you don't have a written agreement and have a periodic tenancy, the notice period is usually a rental-period-plus-one-day's written notice of moving (usually one-month-plus one-day).

The tenant must give the CDA a written 60 day notice of the intent to vacate.

When the tenant intends to vacate the unit the landlord may decide to do a pre-move-out inspection. If the unit has been damaged beyond normal wear and tear the landlord may wish to contact the CDA with proof of its condition.

The tenant must be in good standing with the Washington County CDA and the landlord when it comes time to move. The tenant must give a proper notice. The tenant must be current in rent and utilities when the tenant decides to vacate. If the tenant is not in good standing the landlord must contact the CDA prior to the tenant moving out.

## **NONDISCRIMINATION AND REASONABLE ACCOMMODATIONS:**

All rental property owners are subject to federal and local laws prohibiting discrimination in housing because a tenant has children or because of the tenant's sex, age, ethnicity, race, color, family status or disability.

Violations of fair housing and nondiscrimination laws will result in denial or termination of participation in rental assistance programs and could result in civil penalties.

It is in the landlord's best interest to use the same methods of screening and selection for all renters and to keep documentation.

A landlord cannot discriminate against a disabled family and should be aware of his or her obligation to make a reasonable modification to a rental unit for a disabled tenant at the tenant's expense. Such modifications are required in the private rental market by the Fair Housing Act

## **INSPECTIONS:**

The unit must meet Housing Quality Standards (HQS) determined by the Department of Housing and Urban Development (HUD). The booklet "A Good Place to Live" describes general aspects of the unit that must be inspected for general compliance with HQS.

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

# **A Good Place to Live!**

## **Introduction**

Having a good place to live is important. Through the CDA the Housing Choice Voucher Program helps you rent a good place. You are free to choose any house or apartment you like, as long as it meets certain requirements for quality. Under the Housing Choice Voucher Program, a family may choose to rent a house or apartment where the gross rent is more than the Payment Standard and pay the extra amount. The CDA will give you information on how your portion of the rent is determined.

## **Housing Quality Standards**

Housing Quality Standards (HQS) help to insure that your home will be safe, healthy, and comfortable. In the Housing Choice Voucher Program there are two types of housing quality standards that you need to consider:

- Things that a home must have in order to be approved by the PHA, and
- Things that are needed for your family. These are items that you can decide.

## **The Housing Choice Voucher Program**

The Housing Choice Voucher Program allows you to determine which house or apartment meets your family's needs. It may be where you are living now or somewhere else. The Housing Quality Standards are very basic items that every apartment must have. Please take the time to read *A Good Place to Live*. If you would like to stay in your present home, use this booklet to see if your home meets housing quality standards. If you want to move, use it each time you go to look for a new house or apartment. This will help you determine if the unit meets HQS and can pass the inspection and helps you inform the landlord about repairs that may be needed should you decided to rent the unit.

Read each section carefully. After you find a place to live, you can start the *Request for Lease Approval* process. You may find a place you like that has some problems with it. Check with the CDA about what to do, since it may be possible to correct the problems.

## **The Requirements**

Every house or apartment must have at least a living room, kitchen, and bathroom. A one-room efficiency apartment with a kitchen area is all right. However, there must be a separate bathroom for the private use of your family. Generally there must be one living/sleeping room for every two family members.

# 1. Living Room

**The Living Room must have:**

## **Ceiling**

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

## **Walls**

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

## **Electricity**

At least two electric outlets, or one outlet and one permanent overhead light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cords: they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

## **Floor**

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

## **Window**

At least one window. Every window must be in good working condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather. Windows that are meant to open should be operable.

## **Lock**

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

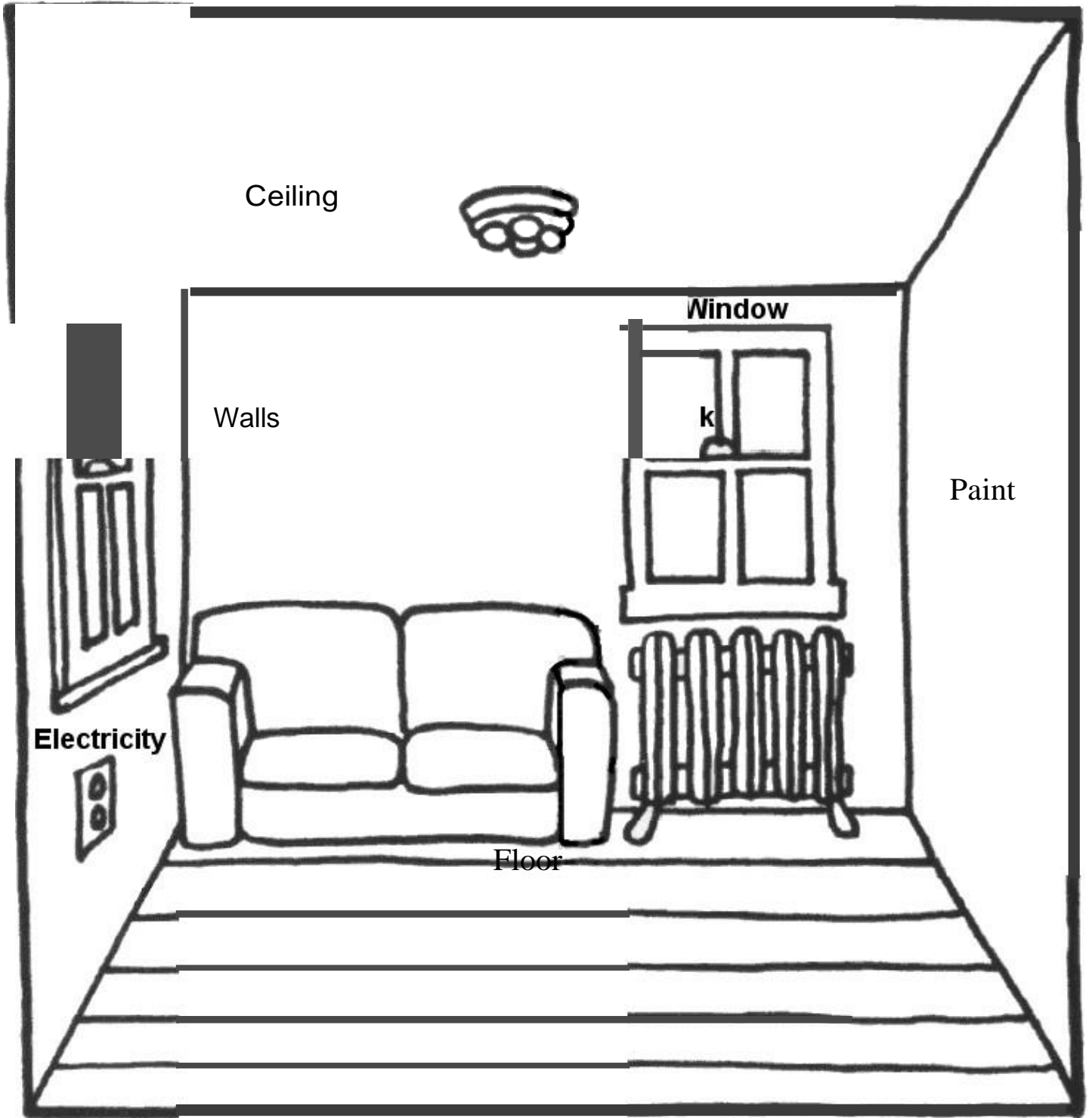
## **Paint**

- No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

### **The tenant should consider:**

- The types of locks on windows and doors
  - Are they safe and secure?
  - Have windows that you might like to open been nailed shut?
- The condition of the windows.
  - Are there small cracks in the panes?
- The amount of weatherization around doors and windows.
  - Are there storm windows?
  - Is there weather stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
  - Are they worn, faded, or dirty?
- The condition of the floor.
  - Is it scratched and worn?





# 2. Kitchen

## The Kitchen must have:

### Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

### Storage

Some space to store food.

### Electricity

At least one electric outlet and one permanent light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cards; they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

### Stove and Oven

A stove (or range) and oven that works (This can be supplied by the tenant)

### Floor

A floor that is in good condition.

Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

### Preparation Area

Space to prepare food.

### Paint

No peeling or chipping paint if when there are children under the age of seven and the house or apartment was built before 1978.

### Window

If there is a window, it must be in good condition.

### Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground. A window that cannot be opened is acceptable.

**Walls**

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

**Serving Area**

Some space to serve food.

- A separate dining room or dining area in the living room is all right.

**Refrigerator**

A refrigerator that keeps temperatures low enough so that food does not spoil. (This can be supplied by the tenant.)

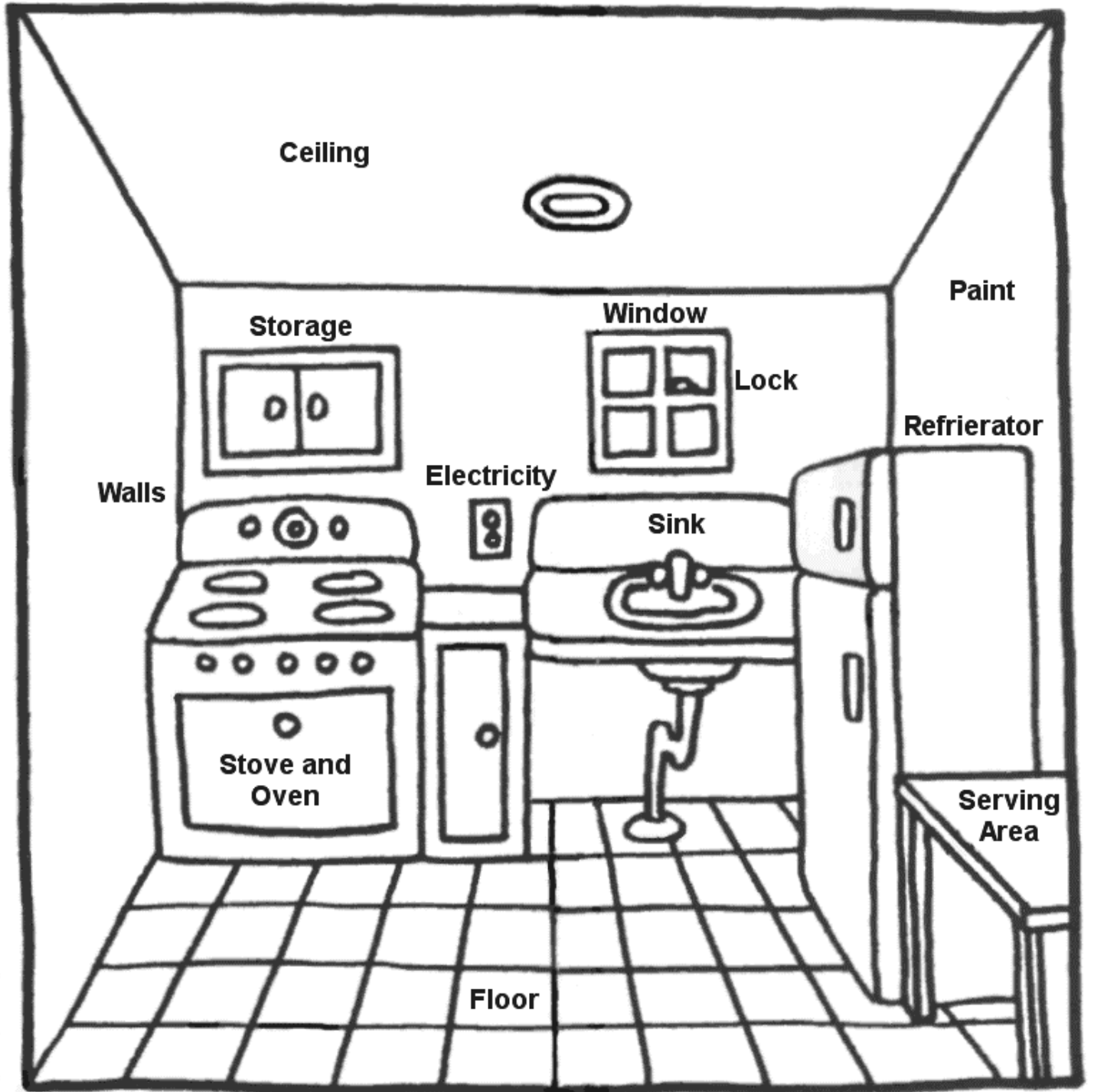
**Sink**

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

**The tenant should consider:**

- The size of the kitchen.
- The amount, location, and condition of space to store, prepare, and serve food. Is it adequate for the size of your family?
- The size, condition, and location of the refrigerator. Is it adequate for the size of your family?
- The size, condition, and location of your sink.
- Other appliances you would like provided.
- Extra outlets.



# 3. Bathroom

## The Bathroom must have:

### Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

### Window

A window that opens or a working exhaust fan.

### Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

### Toilet

A flush toilet that works.

### Tub or Shower

A tub or shower with hot and cold running water.

### Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

### Paint

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

### Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface such as plaster.

**Electricity**

At least one permanent overhead or wall light fixture.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

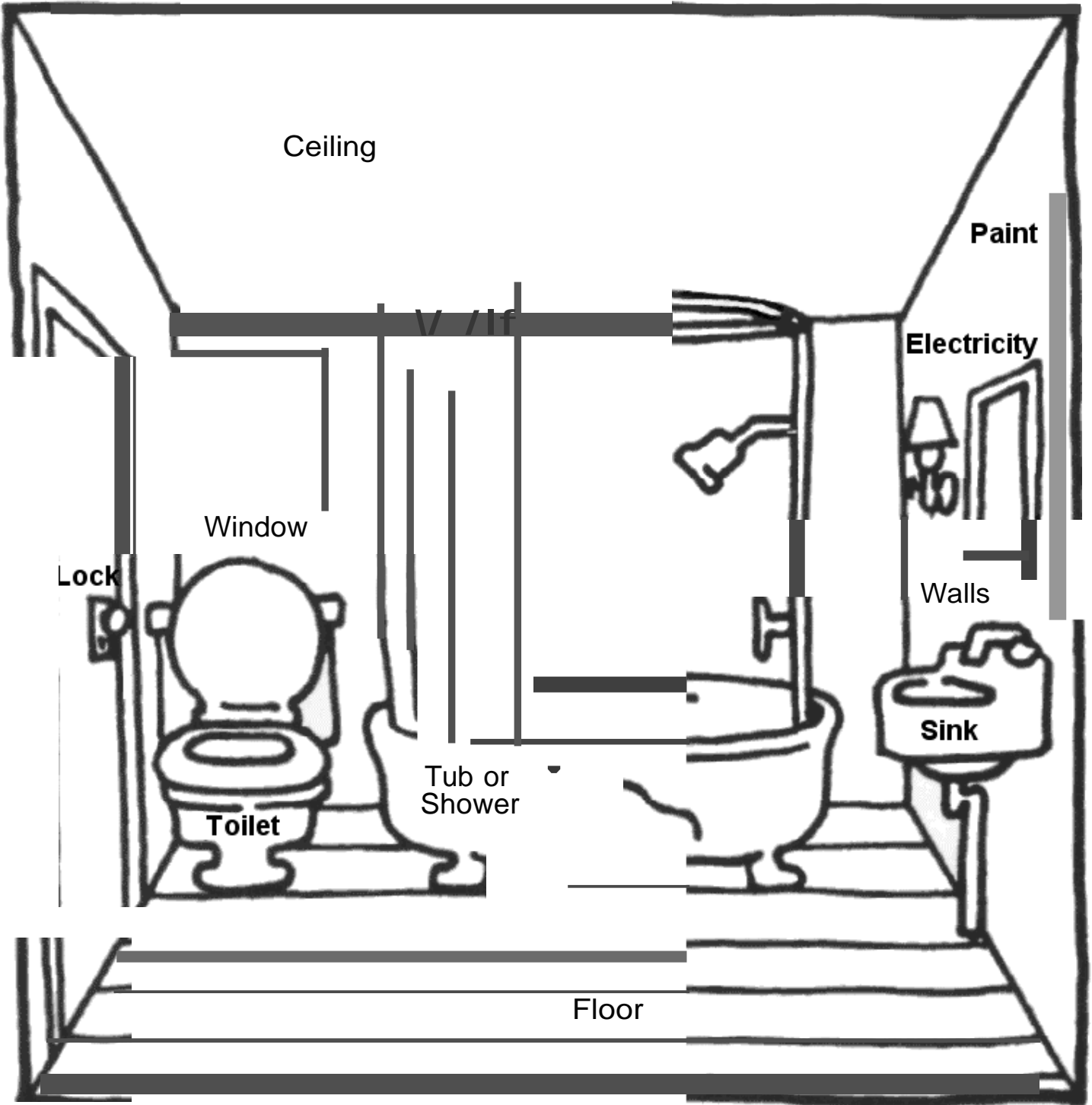
**Sink**

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

**The tenant should consider:**

- The size of the bathroom and the amount of privacy.
- The appearances of the toilet, sink, and shower or tub.
- The appearance of the grout and seal along the floor and where the tub meets the wall.
- The appearance of the floor and walls.
- The size of the hot water heater.
- A cabinet with a mirror.



# 4. Other Rooms

**Other rooms that are lived in include:** bedrooms, dens, halls, and finished basements or enclosed, heated porches. The requirements for other rooms that are lived in are similar to the requirements for the living room as explained below.

## **Other Rooms Used for Living must have:**

### **Ceiling**

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster,

### **Walls**

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

### **Paint**

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

### **Electricity in Bedrooms**

Same requirement as for living room.

In All Other Rooms Used for Living: There is no specific standard for electricity, but there must be either natural illumination (a window) or an electric light fixture or outlet.

### **Floor**

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

### **Lock**

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.



## **Window**

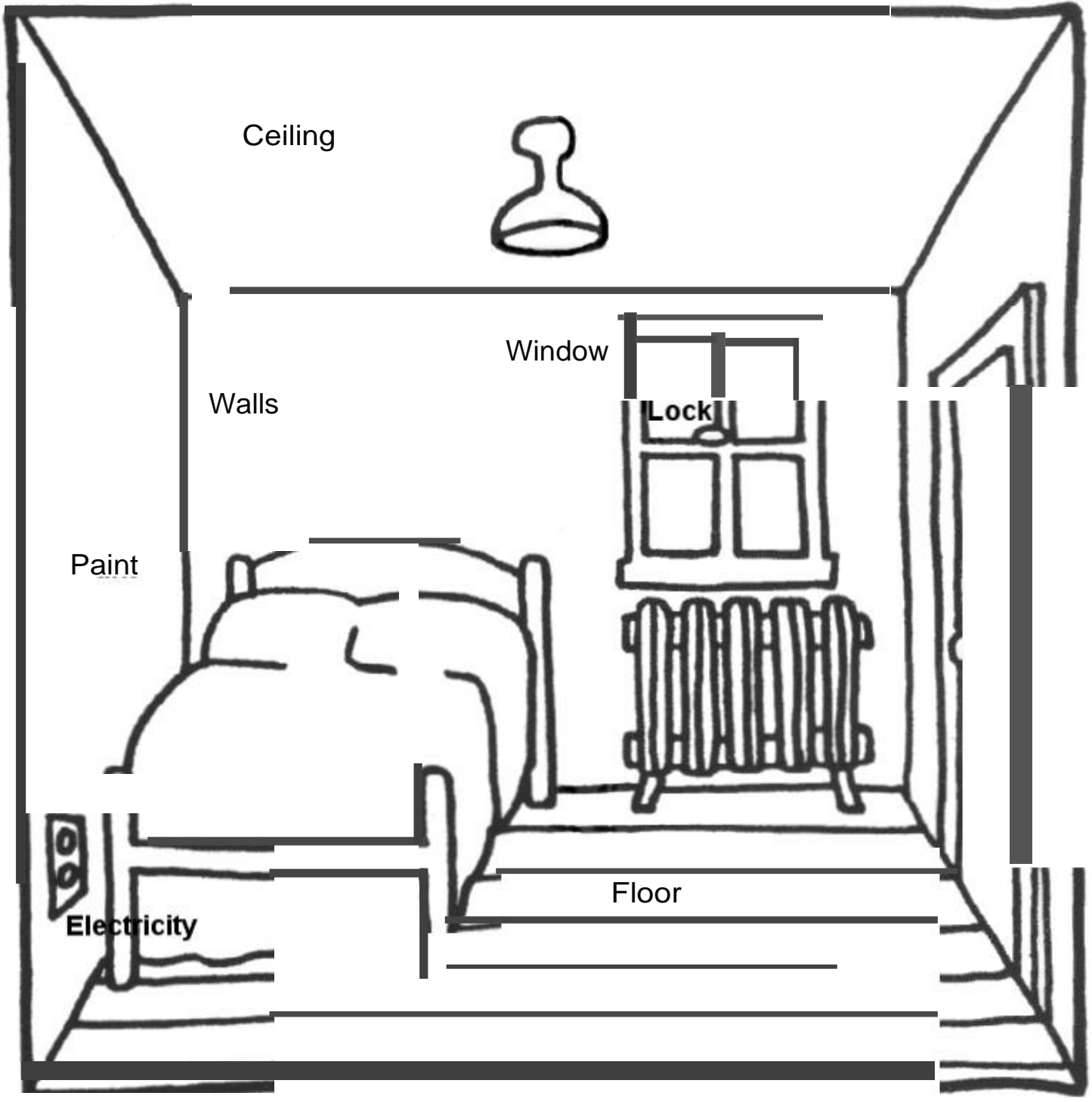
At least one window, which must be operable if it was designed to be opened, in every room used for sleeping. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

**Other rooms that are not lived in may be:** a utility room for washer and dryer, basement or porch. These must be checked for security and electrical hazards and other possible dangers (such as walls or ceilings in danger of falling), since these items are important for the safety of your entire apartment. You should also look for other possible dangers such as large holes in the walls, floors, or ceilings, and unsafe stairways. Make sure to look for these things in all other rooms not lived in.

## **The tenant should consider:**

- What you would like to do with the other rooms.
  - Can you use them the way you want to?
- The type of locks on windows and doors.
  - Are they safe and secure?
  - Have windows that you might like to open been nailed shut?
- The condition of the windows.
  - Are there small cracks in the panes?
- The amount of weatherization windows.
  - Are there storm windows?
  - Is there weather-stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
  - Are they worn, faded, or dirty?
- The condition of the floors.
  - Are they scratched and worn?



# 5. Building Exterior, Plumbing, and Heating

**The Building must have:**

## **Roof**

A roof in good condition that does not leak, with gutters and downspouts, if present, in good condition and securely attached to the building.

- Evidence of leaks can usually be seen from stains on the ceiling inside the building.

## **Outside Handrails**

Secure handrails on any extended length of stairs (e.g. generally four or more steps) and any porches, balconies, or decks that are 30 inches or more above the ground.

## **Walls**

Exterior walls that are in good condition, with no large holes or cracks that would let a great amount of air get inside.

## **Foundation**

A foundation in good condition that has no serious leaks.

## **Water Supply**

A plumbing system that is served by an approvable public or private water supply system. Ask the manager or owner.

## **Sewage**

A plumbing system that is connected to an approvable public or private sewage disposal system. Ask the manager or owner.

## **Chimneys**

No serious leaning or defects (such as big cracks or many missing bricks) in any chimneys.

## **Paint**

No cracking, peeling, or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

- This includes exterior walls, stairs, decks, porches, railings, windows, and doors.

**Cooling**

Some windows that open, or some working ventilation or cooling equipment that can provide air circulation during warm months.

**Plumbing**

Pipes that are in good condition, with no leaks and no serious rust that causes the water to be discolored.

**Water Heater**

A water heater located, equipped, and installed in a safe manner. Ask the manager.

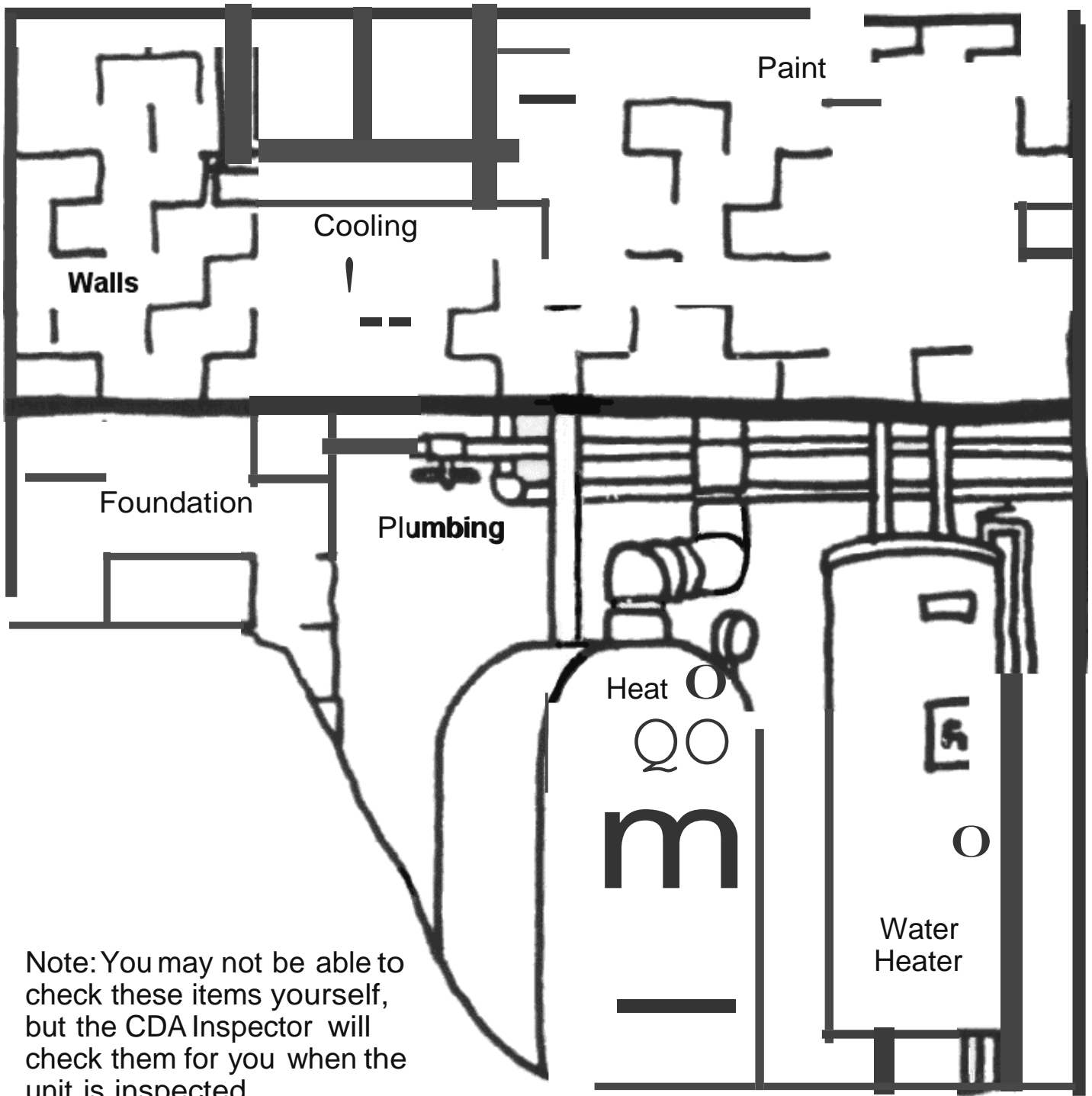
**Heat**

Enough heating equipment so that the unit can be made comfortably warm during cold months.

- Not acceptable are space heaters (or room heaters) that burn oil or gas and are not vented to a chimney. Space heaters that are vented may be acceptable if they can provide enough heat.

**The tenant should consider:**

- How well maintained the apartment is.
- The type of heating equipment.
  - Will it be able to supply enough heat for you in the winter, to all rooms used for living?
- The amount and type of weatherization and its effect on utility costs.
  - Is there insulation?
  - Are there storm windows?
  - Is there weather-stripping around the windows and doors?
- Air circulation or type of cooling equipment (if any).
  - Will the unit be cool enough for you in the summer?



Note: You may not be able to check these items yourself, but the CDA Inspector will check them for you when the unit is inspected.

# 6. Health and Safety

**The Building and Site must have:**

## **Smoke Detectors**

At least one working smoke detector on each level of the unit, including the basement. If any member of your family is hearing-impaired, the smoke detector must have an alarm designed for hearing-impaired persons.

## **Fire Exits**

The building must provide an alternate means of exit in case of fire (such as fire stairs or exit through windows, with the use of a ladder if windows are above the second floor).

## **Elevators**

Make sure the elevators are safe and work properly.

## **Entrance**

An entrance from the outside or from a public hall, so that it is not necessary to go through anyone else's private apartment to get into the unit.

## **Neighborhood**

No dangerous places, spaces, or things in the neighborhood such as:

- Nearby buildings that are falling down
- Unprotected cliffs or quarries
- Fire hazards
- Evidence of flooding

## **Garbage**

No large piles of trash and garbage inside or outside the unit, or in common areas such as hallways. There must be a space to store garbage (until pickup) that is covered tightly so that rats and other animals cannot get into it. Trash should be picked up regularly.

## **Lights**

Lights that work in all common hallways and interior stairs.

## **Stairs and Hallways**

Interior stairs with railings, and common hallways that are safe and in good condition. Minimal cracking, peeling or chipping in these areas.

**Pollution**

No serious air pollution, such as exhaust fumes or sewer gas.

**Rodents and Vermin**

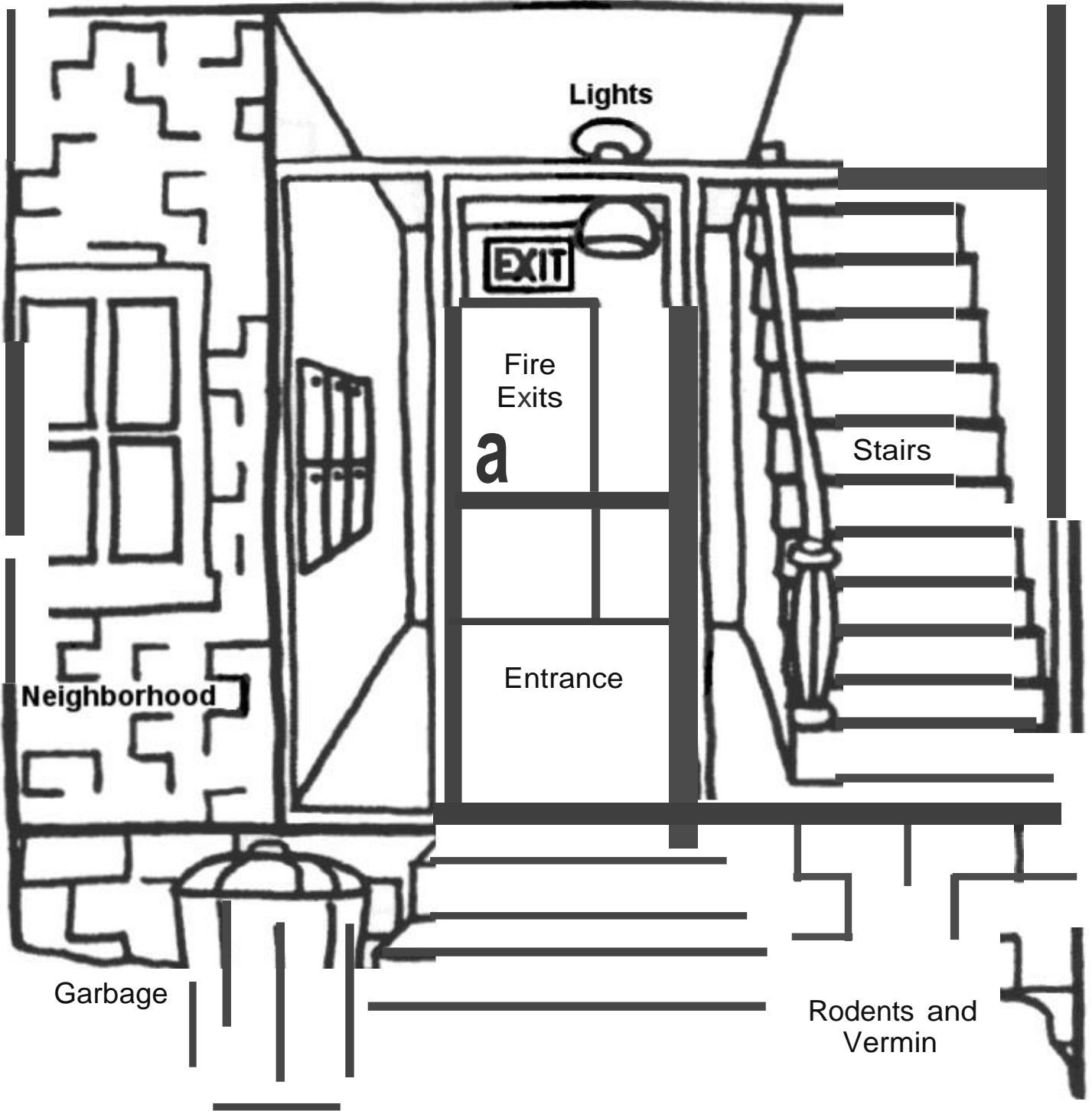
No sign of rats or large numbers of mice or vermin (like roaches).

**For Manufactured Homes: Tie Downs**

Manufactured homes must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage.

**The tenant should consider:**

- The type of fire exit.  
--Is it suitable for your family?
- How safe the house or apartment is for your family.
- The presence of screens and storm windows.
- Services in the neighborhood.  
--Are there stores nearby?  
--Are there schools nearby?  
--Are there hospitals nearby?  
--Is there transportation nearby?
- Are there job opportunities nearby?
- Will the cost of tenant-paid utilities be affordable and is the unit energy-efficient?
- Be sure to read the lead-based paint brochure given to you by the PHA or owner, especially if the housing or apartment is older (built before 1978).



Note: You may not be able to check these items listed here yourself, but the CDA Inspector will check them for you when the unit is inspected.



Now that you have finished this booklet, you know that for a house or apartment to be a good place to live, it must meet two kinds of housing quality standards:

- Things it must have in order to be approved for the Housing Choice Voucher Program.
- Things that you should think about for the special needs of your family.

You know that these standards apply in six areas of a house or apartment.

1. Living Room
2. Kitchen
3. Bathroom
4. Other Rooms
5. Building Exterior, Plumbing and Heating
6. Health and Safety

You know that when a house or apartment meets the housing quality standards, it will be safe, healthy, and comfortable home for your family. It will be a good place to live.

After you find a good place to live, you can begin the *Request for Tenancy Approval* process. When both you and the owner have signed the *Request for Tenancy Approval* and the CDA has received it, an official inspection will take place. The CDA will inform both you and the owner of the inspection results.

If the unit house or apartment passes, a lease can be signed. There may still be some items that you or the CDA would like improved. If so, you and the CDA may be able to bargain for the improvements when you sign the lease. If the owner is not willing to do the work, perhaps you can get him or her to pay for the materials and do it yourself.

If the house or apartment fails, you and the CDA may try to convince the owner to make the repairs so it will pass. The likelihood of the owner making the repairs may depend on how serious or costly they are.

If it fails, all repairs must be made, and the house or apartment must be re-inspected before any lease is signed. If the owner cannot or will not repair the house or apartment, even if the repairs are minor, you must look for another home. Make sure you understand why the house or apartment failed, so that you will be more successful in your next search.

### **Responsibilities of the CDA:**

- Ensure that all units in the Housing Choice Voucher Program meet the housing quality standards.
- Inspect unit in response to Request for Tenancy Approval. Inform potential tenant and owner of results and necessary actions.
- Encourage tenants and owners to maintain units up to standards.
- Perform inspections in response to tenant or owner complaint or request. Inform the tenant and owner of the results, necessary actions, and time period for compliance.
- Perform annual inspection of the unit to ensure that it still meets the housing quality standards. Inform the tenant and owner of the results, necessary actions, and time period for compliance.

### **Responsibilities of the Tenant:**

- Live up to the terms of your lease.
- Do your part to keep the unit safe and sanitary.
- Cooperate with the owner by informing him or her of any necessary repairs.
- Cooperate with the CDA for initial, annual, and complaint inspections.

### **Responsibilities of the Landlord:**

- Comply with the terms of the lease.
- Generally maintain the unit and keep it up to the housing quality standards outlined in this booklet.
- Cooperate with the tenant by responding promptly to requests for needed repairs.
- Cooperate with the CDA on initial, annual, and complaint inspections, including making necessary repairs.

# **HOUSING QUALITY STANDARD (HQS) INSPECTION REQUIREMENTS**

**THE FOLLOWING STANDARDS MUST BE MET BEFORE RENTAL ASSISTANCE PAYMENTS CAN BEGIN, AND MUST CONTINUE TO BE MET AT YEARLY INSPECTIONS FOR PAYMENTS TO CONTINUE**

## **DWELLING UNIT MUST INCLUDE:**

Living room, kitchen, bathroom, and one (1) living/sleeping room for every two (2) family members.

The living room can be considered a living/sleeping area.

All utilities paid by the tenant must be separately metered and reflect only the tenant's usage.

## **ALL ROOMS MUST HAVE:**

**Ceilings and walls:** In good condition. There must not be any large cracks or any peeling or chipped paint or loose plaster.

**Floors:** In good condition. The floor covering must be securely fastened down with no loose edges, seams or holes.

**Windows:** In good condition and open and close tightly. The sills and frames must be free of rot. There can be no cracked, broken or missing window panes. Windows that are within six feet of the ground must have adequate locks that are permanently attached to the window.

**Doors:** Reasonably weather proof and lock securely. (Inside key operated deadbolt locks are not allowed).

**Power:** All rooms must have two (2) sources of power, except bathrooms which only require a permanently installed light fixture. The kitchen must have one (1) permanently installed light fixture and one (1) outlet at minimum. **All outlets and switches must have covers with no exposed, frayed wiring. There must be no open, exposed electrical boxes or wires. There must not be empty light sockets.**

## **KITCHEN:**

**Stove** must have all burners working (gas or electric stove). If the stove is equipped with a pilot light system, burners and oven must light with pilot. Microwave oven is acceptable.

**Refrigerator** must have door gasket attached securely to the door, forming a proper seal.

**NOTE: If appliances are furnished by tenant, above requirements still apply!**

**Sink** must have hot and cold running water, a drain with trap, properly hooked to a waste line, and cannot leak.

There must be adequate food preparation and storage areas, with adequate means to dispose of food wastes.

Each unit must have adequate garbage storage facilities

**BATHROOM:**

Bathroom must contain a private flush toilet that is fastened tightly to the floor. There must be a sink with hot and cold running water with no leaks. There must be a tub or shower. Also, there must be ventilation or an operable window in each bathroom. There must be no rotten or weak areas on the floor or any water damage to the ceiling.

**BEDROOM:**

There must be either two (2) outlets or one (1) light and one (1) outlet. The window(s) must open and be large enough to use for an emergency exit.

**GENERAL HEALTH AND SAFETY:**

Move-in condition of unit shall meet acceptable standards for safe, sanitary and decent housing. Floors, walls, appliances and etc. are expected to be clean and in good condition. Owner/manager is expected to see that the unit is maintained sanitarily by tenant, using accepted house cleaning methods.

**INFESTATION:**

There must be no insect or rodent infestation of unit.

**HEATING:**

The dwelling unit must have a heating system that will heat the unit to a comfortable temperature. All living/sleeping areas must have a source of heat.

The water heater must meet safety considerations for pressure valves and exhaust.

**STEPS/PORCHES:**

Any porches, balconies or decks which are more than 30 inches above ground must have a rail 36" high. All stairs (inside and outside) with four (4) or more steps must have a handrail. All steps must be sturdy.

**SITE:**

There must not be hazards in the area such as broken down buildings or large amounts of trash or junk.

**PAINT CONDITION:**

No chipping or peeling paint

NOTE: If the unit was built before 1978 and the resident has children under age 7, there is a possibility that paint may contain lead so there must not be any chipped or peeling paint anywhere inside or outside.

**SMOKE DETECTORS:**

Check the smoke detector(s). All smoke detectors must work. **At minimum one must be located on**

**each level of dwelling**, regardless of whether there are any bedrooms on the level. Where there are bedrooms or sleeping rooms, the detector must be located just outside the room or area. City building codes and/or the rental license may require more smoke detectors than HQS and may require different placement.

### **CARBON MONOXIDE DETECTORS:**

In units with gas fueled appliances, there must be a working carbon monoxide detector correctly installed according to manufacturer's guide.

### **UTILITIES:**

For utilities that the tenant must pay, the utilities must be separate and metered to reflect only the tenant's usage. The utilities must be in the tenant's name.

### **RULE OF THUMB:**

A general rule of thumb is if it is in the unit then it must be in working condition. If there is a washer, dryer, dishwasher in the unit, they must be working. If you do not want to supply this amenity than remove it from the unit.

All areas within the unit must be accessible to the family. The landlord cannot use areas within the unit as storage.

Attached garages are considered to be part of the unit and must meet safety requirements.

### **TIPS TO A SUCCESSFUL INSPECTION AND QUICK PAYMENT:**

Going through the unit before the inspector comes for the inspection will insure that your unit passes inspection. The landlord is welcome to attend the move-in inspection. Please contact the CDA office to confirm when the inspector will be at the unit.

Making repairs as quickly as possible insures that there will be no disruption in HAP payments. At move-in inspections, the HAP contract and payment cannot begin until the unit passes inspection.

If the tenant moves in to the unit before it passes the HQS inspection the tenant is liable for the full daily rent until the unit passes inspection.

Thereafter, the unit will be inspected annually. If it fails inspection, the landlord will be required to make repairs within 25 days. Completing repairs and notifying the CDA in a timely manner insures that there will be no disruption in HAP payments. It is the landlord's responsibility to notify the CDA of completed repairs. If repairs may take longer than 25 days due to weather or ordering a part, you will need to call the CDA and discuss this delay. The CDA **may** be able to approve an extension if you supply written verification of the delay and proof of the order.

Failure to complete repairs within the required time frame may result in abatement of the rent. When the rent has been abated it will be re-instated when the unit passes inspection. The tenant is not responsible for rent that has been abated and there is no retroactive rent once the unit has passed inspection.

# **VIOLENCE AGAINST WOMEN ACT (VAWA):**

## **WASHINGTON COUNTY CDA NOTIFICATION OF YOUR RIGHTS AND OBLIGATIONS UNDER THE VIOLENCE AGAINST WOMEN ACT (VAWA)<sup>1</sup>**

VAWA provides protections for Section 8 Housing Choice Voucher (HCV) and PBV applicants, tenants, and participants from being denied assistance on the basis or as a direct result of being a victim of domestic violence, dating violence, sexual assault and stalking.

### **Purpose**

Many of VAWA's protections to victims of domestic violence, dating violence, sexual assault and stalking involve action by the public housing agency (PHA), but some situations involve action by owners of assisted housing. The purpose of this notice (herein called "Notice") is to explain your rights and obligations under VAWA, as an owner of housing assisted through Washington County CDA's HCV or Bridges program. Each component of this Notice also provides citations to HUD's applicable regulations.

### **Denial of Tenancy**

*Protections for applicants:* Owners cannot deny tenancy based on the applicant having been or currently being a victim of domestic violence, dating violence, sexual assault, or stalking. However, the applicant must be otherwise eligible for tenancy. (See 24 Code of Federal Regulations (CFR) 982.452(b)(1).)

### **Eviction**

*Protections for HCV participants:* Incidents or threats of domestic violence, dating violence, sexual assault, or stalking will not be considered a serious or repeated lease violation by the victim, or good cause to terminate the tenancy of the victim (24 CFR 5.2005(c)). Protection also applies to criminal activity related directly to domestic violence, dating violence, sexual assault, or stalking, conducted by a member of a tenant's household or any guest or other person under the tenant's control, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking (24 CFR 5.2005(b)(2)).

*Limitations of VAWA protections:*

- a. Nothing in the VAWA Final Rule limits the authority of an owner, when notified of a court order, to comply with a court order with respect to (24 CFR 5.2005(d)(1)):
  - 1) The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
  - 2) The distribution or possession of property among members of a household in a case.
- b. Nothing in the VAWA Final Rule limits an owner from evicting a victim of domestic violence, dating violence, sexual assault, or stalking for a lease violation that is not premised on an act of domestic violence, dating violence, sexual assault, or stalking, as long as the owner does not subject the victim to more demanding standards than other tenants when deciding whether to evict. (See 24 CFR 5.2005(d)(2).)
- c. Nothing in the VAWA Final Rule limits an owner from evicting a tenant (including the victim of domestic violence, dating violence, sexual assault, or stalking) if the owner can demonstrate an

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<sup>1</sup> Despite the name of the law, VAWA protection is available regardless of sex, gender identity, or sexual orientation

actual and imminent threat to other tenants or those employed at or providing services to the HCV property would be present if the tenant or lawful occupant is not evicted. (See 24 CFR 5.2005(d)(3).)

i. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the following standards: An actual and imminent threat consists of a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. (See 24 CFR 5.2003.)

ii. Any eviction due to “actual and imminent threat” should be utilized by an owner only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. (See 24 CFR 5.2005(d)(4).)

### **Documentation of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

If an applicant or tenant requests VAWA protection based on status as a victim of domestic violence, dating violence, sexual assault, or stalking, the owner has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. However, nothing in HUD’s regulation requires a covered housing provider to request this documentation. (See 24 CFR 5.2007(b)(3).)

If the owner chooses to request this documentation, the owner must make such request in writing. The individual may satisfy this request by providing any one document type listed under 24 CFR 5.2007(b)(1):

- a. Form HUD-55383 (Self-Certification Form); or
- b. A document: 1) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse:
  - 2) Signed by the applicant or tenant; and
  - 3) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under 24 CFR part 5, subpart L, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 CFR 5.2003; or
- c. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- d. At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

The owner must accept any of the above items (a – c). The owner has discretion to accept a statement or other evidence (d).

The owner is prohibited from requiring third-party documentation of the domestic violence, dating violence, sexual assault, or stalking, unless the submitted documentation contains conflicting information.

If the owner makes a written request for documentation, the owner may require submission of that documentation within 14 business days after the date that the individual received the written request

for documentation. (24 CFR 5.2007(a)(2)). The owner may extend this time period at its discretion. During the 14 business day period and any granted extensions of that time, no adverse actions, such as evictions or terminations, can be taken against the individual requesting VAWA protection.

Once a victim provides documentation of domestic violence, dating violence, sexual assault, or stalking, the owner is encouraged to acknowledge receipt of the documentation in a timely manner.

If the applicant or tenant fails to provide documentation that meets the criteria in 24 CFR 5.2007 within 14 business days after receiving the written request for that documentation or within the designated extension period, nothing in VAWA Final Rule may be construed to limit the authority of the covered housing provider to:

- a. Deny admission by the applicant or tenant to the housing or program;
- b. Deny assistance under the covered housing program to the applicant or tenant;
- c. Terminate the participation of the tenant in the covered housing program; or
- d. Evict the tenant, or a lawful occupant that commits a violation of a lease.

An individual's failure to timely provide documentation of domestic violence, dating violence, sexual assault, or stalking does not result in a waiver of the individual's right to challenge the denial of assistance or termination, nor does it preclude the individual's ability to raise an incident of domestic violence, dating violence, sexual assault, or stalking at eviction or termination proceedings.

## **Moves**

A victim of domestic violence, dating violence, sexual assault, or stalking may move in violation of their lease if the move is required to protect their safety. If a move results in the termination of the Housing Assistance Payment Contract, the lease is automatically terminated.

## **Lease Bifurcation**

Owners may choose to bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. (See 24 CFR 5.2009(a).) If an owner chooses to bifurcate the lease, the owner must comply with the reasonable time to establish eligibility under the covered housing program or find alternative housing following lease bifurcation provision in 24 CFR 5.2009(b). VAWA protections, including bifurcation, do not apply to guests or unreported members of a household or anyone else residing in a household who is not a tenant.

Eviction, removal, termination of occupancy rights, or termination of assistance must be effected in accordance with the procedures prescribed by federal, state, or local law for termination of leases. To avoid unnecessary delay in the bifurcation process, HUD recommends that owners seek court-ordered eviction of the perpetrator pursuant to applicable laws. This process results in the underlying lease becoming null and void once the owner regains possession of the unit. The owner would then execute a new lease with the victim.

## **Evictions Due to “Actual and Imminent Threat” or Violations Not Premised on Abuse**

The VAWA Final Rule generally prohibits eviction on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for assistance, participation or occupancy. (See 24 CFR 5.2005.)

However, the VAWA Final Rule does not prohibit an owner from evicting a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. Nor does the VAWA Final Rule prohibit an owner from evicting a tenant if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to



property of the owner would be present if that tenant or lawful occupant is not evicted or terminated from assistance. (See 5.2005(d)(2) and (3).)

In order to demonstrate an actual and imminent threat to other tenants or employees at the property, the covered housing provider must have objective evidence of words, gestures, actions, or other indicators that meet the standards in the following definition:

Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk;
- The nature and severity of the potential harm;
- The likelihood that the potential harm will occur; and
- The length of time before the potential harm would occur.

(See 24 CFR 5.2003 and 5.2005(d)(2).)

### **Confidentiality**

Any information submitted to a covered housing provider under 24 CFR 5.2007, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be maintained in strict confidence by the covered housing provider. (See 24 CFR 5.2007(c).)

Employees of the owner (or those within their employ, e.g., contractors) must not have access to the information unless explicitly authorized by the owner for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law (e.g., the information is needed by an employee to provide the VAWA protections to the victim).

The owner must not enter this information into any shared database, or disclose this information to any other entity or individual, except to the extent that disclosure is:

- a. Requested or consented to in writing by the individual (victim) in a time-limited release;
- b. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
- c. Otherwise required by applicable law.

When communicating with the victim, owners must take precautions to ensure compliance with these confidentiality requirements.

### **Service Providers**

Washington County CDA has extensive relationships with local service providers. Washington County CDA staff are available to provide referrals to shelters, counselors, and advocates. These resources are also provided in the Washington County CDA Annual and 5-Year Plan, Administrative Plan, VAWA Notice of Occupancy Rights, and Emergency Transfer Plan. A list of local service providers below under “**REFERRALS**”.

### **Definitions**

**Actual and imminent threat** refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

**Affiliated individual**, with respect to an individual, means:

(1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the

care, custody, or control of that individual); or

(2) Any individual, tenant, or lawful occupant living in the household of that individual.

**Bifurcate** means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

**Dating violence** means violence committed by a person:

(1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship;

(ii) The type of relationship; and

(iii) The frequency of interaction between the persons involved in the relationship.

**Domestic violence** includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

**Sexual assault** means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

**Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

(1) Fear for the person's individual safety or the safety of others; or

(2) Suffer substantial emotional distress.

**VAWA** means the Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.).

## **REFERRALS:**

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking:

Tubman Family Alliance 651-789-6779

Domestic Violence Crisis Line 866-223-1111.

## **FOR THESE ITEMS PLEASE CONTACT THE WASHINGTON COUNTY CDA:**

Legal services and the domestic violence resources for the Metro area

Form HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Washington County CDA's VAWA Notice of Occupancy Rights

## **PROTECTING TENANTS AT FORECLOSURE ACT (PTFA):**

Families receiving rental assistance are entitled to certain protections set forth under the Protecting Tenants at Foreclosure Act (PTFA). Specifically, the HAP contract now contains language stating that in the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure will assume such interest subject to the lease between the prior owner and the tenant, and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision of the HAP contract does not affect any state or local law that provides longer time periods or other additional protections for tenants.

If the CDA learns that a property is in foreclosure, it must take the following actions:

- Make all reasonable efforts to determine the status of the foreclosure and ownership of the property.
- Continue to make payments to the original owner until ownership legally transfers in accordance with the HAP contract. In order to keep receiving the rent due under the HAP contract the unit must continue to meet HQS.
- Attempt to obtain a written acknowledgement of the assignment of the HAP contract from the successor in interest. The written agreement should include a request for owner information, such as a tax identification number, and payment instructions from the new owner. Even if the new owner does not acknowledge the assignment of the HAP contract in writing, the assignment is still effective by operation of law.
- Inform the tenant that they must continue to pay rent in accordance with the lease, and if the successor in interest refuses to accept payment or cannot be identified, the tenant should pay rent into escrow. Failure to pay rent may constitute an independent ground for eviction.
- Inform the tenant in the event that the CDA is unable to make HAP payments to the successor in interest due an action or inaction by the successor that prevents such payments (e.g., rejection of payments or failure to maintain the property according to HQS), or due to an inability to identify the successor. The CDA should also refer the tenant, as needed, to the local legal aid office in order to ensure adequate protection of the tenant's rights and enforcement of the successor in interest's performance under the HAP contract.
- Make reasonable inquiries to determine whether the unit, in addition to having a tenant receiving HCV assistance, will be or has been assisted under the Neighborhood Stabilization Program (NSP).

### **Tenant Rights Under Foreclosure:**

Under the Protecting Tenants at Foreclosure Act (PFTA) there are several protections for tenants whose landlord loses the property through foreclosure:

- The new owner becomes the new landlord.

- All bona fide leases and tenancies entered into before the date on which complete title is transferred to the new owner must be honored.
- If the new owner wants to evict the tenant, the tenant must be given at least a 90 day notice to vacate. If the lease has more than 90 days left in the term then the tenant can stay until the end of the lease and until the tenant receives a notice of at least 90 days which can be before the end of the lease. (The only exception to this is a new owner who wants to live in the unit as the owner's primary residence doesn't have to wait for the lease to end and only has to give a 90 day notice.

If the new owner gives the tenant a notice of less than 90 days or a notice that would terminate the lease before its end, the tenant should:

- Send the new owner a letter by certified mail, return receipt requested, at the new owner's address telling them that they must give the tenant at least a 90 day notice to vacate. This letter must be sent before the vacate date.
- The tenant must pay the rent. If the tenant does not pay the rent, the new owner could file an unlawful detainer against the tenant and the courts may evict the tenant.

There are some limits on the tenants that can be protected under PFTA:

- The former owner of the property and the former owner's spouse, children or parents are not protected
- The rent paid by the tenant cannot be substantially less than that paid for similar properties in the area, unless the rent is reduced because of a federal or state subsidy
- The lease must be an arm's length transaction which means that the rental terms are outside the ordinary such as long contracts, pre-paid rent, etc. may be subject to additional scrutiny.

### **Housing Choice Voucher and Foreclosure**

Under the Housing Choice Voucher/Section 8 Program the tenant has the right to remain in the unit and the new owner must accept the Housing Assistance Payment if the owner intends to use the unit for rental.

## **ASSISTANCE AND RESOURCES:**

Many landlords contact the CDA when they are aware that the tenant in their unit is struggling. Provided below are resources that may be helpful

### **Washington County Community Services/Emergency Housing Contacts:**

#### **ABUSE/VIOLENCE**

- Tubman Family Alliance 612-825-0000
- 24 Hour Crisis Line 651-768-0216

#### **CAR CARE CLINICS**

- Car Care Saturday (2<sup>nd</sup> Saturday of month in Lake Elmo-call and leave message) 651-773-3083
- Rivertown Car Care (Forest Hills United Methodist Church – Call for information) 651-464-2561

#### **CHEMICAL DEPENDENCY**

- Washington County Community Services CD Rule 25 651-430-6561

#### **CHILDCARE**

- Washington County Community Services  
Childcare Provider Lists & Information 651-430-0305  
Childcare Payment Assistance 651-430-6459
- Crisis Nurseries 763-591-0100  
*(Free Childcare for Crisis Situations When Child may be at Risk)*

#### **CLOTHING**

- Savers Thrift Stores, Goodwill Stores, Disabled American Veterans Thrift Store  
*Check grey pages in telephone book for nearest location*

*Call your financial worker for possible Clothing Voucher*

- Goodwill Store - Stillwater Location 651-439-4207
- Valley Outreach (Call for days and hours –serves the whole county) 651-430-2739
- Stone Soup Thrift Shop – 8200 Belden Blvd, Cottage Grove 651-458-9786

### **COUNSELING**

- Forest Lake Youth Service Bureau (K-19) 651-464-3685
- Youth Service Bureau (5-18 Years) Stillwater 651-439-8800  
Cottage Grove 651-458-5224
- Family Means:  
Woodbury 651-735-5405  
Stillwater 651-439-4840
- Family Services Inc. Saint Paul 651-222-0311
- Fathers Resource Center (Counseling Support) Blaine 763-783-4938
- Chrysalis - *For Women* 651-222-2823
- Canvas Health 651-777-5222
- Crisis Connection – (*24 Hour Phone Counseling*) 612-379-6363

### **EMERGENCY SERVICES**

- First Call for Help 651-291-0211
- United Way 651-224-1133
- The Salvation Army 651-739-6288
- Red Cross - Washington County 651-439-0031  
(*Help after fires and other emergencies*)
- *Valley Outreach* (*Limited funding for District 834 residents and St. Croix Valley*) 651-351-3169
- Washington County Community Services  
Financial Information 651-430-6459  
Social Services Information and Referral 651-430-6457

### **EMPLOYMENT - CAREER DECISIONS, PLACEMENT, TRAINING**

- Washington County Workforce Center 651-275-8650

- Hubert Humphrey Job Corp (Housing and education for 16-25 year olds) 651-642-1133
- Division of Rehabilitation
  - North St. Paul 651-779-5940
  - Saint Paul 651-296-6786
- East Suburban Resources (Employment Services) 651-351-0190

### **ENERGY ASSISTANCE**

- Fuel/Energy Assistance through CAPRW (and weatherization) 651-645-6470
- Heat Share – (Salvation Army -last resource if county or fuel assistance can't help) 651-739-6288
- Home Energy Loan (GMHC –Greater Metro Housing Corp) 651-227-7847  
 Replace furnaces, air conditioners, hot water heaters  
 insulations, doors and windows)

### **FAMILY PLANNING/PREGNANCY**

- Planned Parenthood – St. Paul 651-489-1328
- Crisis Connection – (24 Hour Phone Counseling) 612-379-6363
- New Care Centers
  - No. St. Paul 651-777-0350
  - Stillwater 651-439-5964
  - Forest Lake 651-464-4340
  - St. Paul Park 651-457-1195
- Washington Co. Dept. of Health, Environment & Land Mgmt.  
 Stillwater 651-430-6655

### **FOOD RESOURCES**

- Food Stamps  
 Washington County Community Services – (Economic Assistance) 651-430-6459
- Fair For All 612-331-6870
- WIC – (For Pregnant/Nursing Moms, Infants & Children) 651-430-6657  
 651-430-6658
- Meals on Wheels 651-275-5811

### **GED/ABE/ESL**

- Forest Lake 651-982-8110
- Stillwater (community Education Center) 651-430-6798

- Woodbury (Middle School and Central Park) 651-768-4513
- Cottage Grove (District Program Center) 651-458-6643
- Minnesota Literacy Council 1-800-222-1990

## **HEALTH CARE**

- Century Community and Technical College – Dental 651-779-5787  
*(Dental services provided by students; cleaning, sealants, fluoride treatment  
And x-rays – a small fee is charged)*
- Healthcare for the Homeless 651-647-2364
- Fairview Hospital & Clinics (Discount Program – have to apply for MA) 651-982-7664
- Portico Healthnet (2610 University Ave., Suite 550, St. Paul) 651-603-5100  
*www.porticohealthnet.org*
- Medical Assistance (MA) 651-430-6459  
*(Washington County Economic Assistance information on Minnesota health  
care programs; Medical Assistance (MA), General Assistance Medical Care (GAMC),  
Prescription Drug program)*
- Minnesota Care (State-subsidized health care program for Minnesota residents) 651-297-3862
- Neighborhood HealthCare Network (will help you find a clinic in your area) 651-489-2273
- Open Cities Health Center (409 Dunlap St. No., St. Paul) 651- 290-9200
- St. Mary’s Health Clinics (in the metro) 651-690-7029
- St. Croix Family Medicine (in Stillwater) 651-430-1880
- Senior Linkage Line (Minnesota Board on Aging and Area Agencies on Aging) 1-800-333-2433
- United Family Practice (1026 E. 7<sup>th</sup> St., St. Paul) 651-241-1133
- Washington County Dept. Health, Environment 651-430-6655  
*Nursing service, Child & Teen Health check-up, prenatal, newborn  
and home health care – ask for referral nurse)*
- West Side Community Clinic (153 Cesar Chavez, St. Paul) 651-222-1816
- Medication Assistance:
  - Patient Access Network 1-866-316-7263
  - Partnership for Assistance 1-888-477-2669
  - Rx Connect 1-800-333-2344
  - Together Rx Access 1-800-444-4106
  - [www.needymeds.org](http://www.needymeds.org)



## **HOUSING**

- Housing Link (Weekly refreshed vacancy listing) [www.housinglink.org](http://www.housinglink.org)
- Housing and Urban Development (For Private Subsidized and Public Housing Information) [www.hud.org](http://www.hud.org)
- HOMELine (legal advocacy and information specific to housing) 612-728-5767
- LifeStyle (USDA rural housing program) [www.lifestyleinc.net](http://www.lifestyleinc.net)
- Washington County Housing Unit Information Line 651-430-6488
- Washington County Housing & Redevelopment Authority 651-458-0936  
(First time homebuyers, foreclosure issues, public housing and section 8 programs for Washington County)

## **LEGAL**

- Legal Assistance of Washington County 651-351-7172
- Southern MN Regional Legal Services 651-222-5863  
(only housing and government benefits)
- Chrysalis - *For Women* 612-871-0118
- HOMELine (rental advocacy) 612-728-5767
- Disability Outreach (advocacy for disability and Social Security applications) 612-326-5100
- Fathers First Law Clinic 651-659-0359

## **MISCELLANEOUS**

- AccountabilityMN (tax help all year long or free!) 651-257-0187x1000
- ARC-Assn of Retarded Citizens 651-523-0823  
(Organization of and for people with developmental disabilities)
- Community Thread (formally known as Community Volunteer Service) 651-439-7434
- Child Support – Washington County Community Services 651-430-6544
- Deaf and Hard of Hearing Services 651-297-1316  
(Serves as information and referral center on issues related to hearing loss)
- First Call for Help - *Referral Service* 651-224-1133
- Red Cross (Emergency help after fires & disasters; military contacts) 651-439-0031
- Reemployment Compensation 651-296-3644

- Saint Andrew's Resource Center (provides a variety of services) 651-462-9124
- Social Service Info. & Referral - Children 651-430-6457  
Adult 651-430-6484
- Social Security Administration 1-800-772-1213  
(Social Security numbers, disability benefits, retirement benefits, Medicare) www.ssa.gov
- Telephone Assistance Plan (Call your local phone company)
- Veterans Service Office (Benefits and services for veterans in Wash Co) 651-430-6897
- Vision Loss Resource (Newport and Stillwater area) 651-224-7662  
(In home assessments, vision evaluation, volunteers, mentors,  
phone pals, support groups)

[www.annualcreditreport.com](http://www.annualcreditreport.com) (Your yearly credit check for all three credit bureaus)

### **PRE-SCHOOL/PARENTING**

- Head Start – (Pre-School; will refer back to your community) 651-603-5977
- Early Childhood Family Education (ECFE)  
*For Infants, Toddlers, Preschoolers & Parents*
  - Stillwater 651-351-8350
  - Forest Lake 651-982-8315
  - Cottage Grove 651-458-6632
  - Mahtomedi 651-407-2024

### **TRANSPORTATION**

- MTC - Routes and Information 612-349-7000
- Dial-a-Ride (Oakdale, Maplewood, North Saint Paul) 651-602-5465
- Canvas Health Transporter (Disabled People, Senior Adults,  
people receiving Social Services) 651-275-4300

## FOODSHELVES/CLOTHING

<u>Name</u>	<u>Phone</u>	<u>Areas Served</u>	<u>Hours</u>	<u>Services</u>
<b><u>Christian Cupboard</u></b> Woodbury Lutheran Church 738 Afton Road Woodbury, MN 55125	651-739-5145	Woodbury, Afton, Landfall Landfall, Oakdale, Cottage Grove, St. Paul Park	Fri 9-12 or by Appt.	Foodshelf
<b><u>Community Helping Hands</u></b> 408 SW 15 <sup>th</sup> Street (Behind Target) Forest Lake, MN 55025	651-464-0061	Forest Lake	M,W,F 10-4 Mon-Fri 10-4, Sat 10-2	Foodshelf Store
<b><u>Elim Lutheran Church</u></b> Scandia, MN 55073	651-433-2723	Scandia, Marine	Thurs by Appt. only	Foodshelf
<b><u>Family Pathways</u></b> East of 61 on Hwy 97 (Across from the High School)	651-464-2098	Forest Lake	T/Th Sat 9-noon	Foodshelf
<b><u>Friends In Need</u></b> So. Comm. Counseling Service Bldg. Cottage Grove, MN	651-458-0730	Newport, Cottage Grove St. Paul Park	Tuesday By Appt Only	Foodshelf
<b><u>Hugo Community Food Shelf</u></b> Hosanna Lutheran Church 14755 Victor Hugo Blvd Hugo, MN 55038	651-429-1576	Hugo Residents Only	Thursdays No Appt Needed	Foodshelf
<b><u>New Life Church</u></b> 6758 Bailey Road Woodbury, MN 55125	651-459-0444	Woodbury	Mon-Fri By Appt.Only	Foodshelf
<b><u>St. Jude's Comm. Foodshelf</u></b> 700 Mahtomedi Avenue Mahtomedi, MN 55115	651-426-3245	Hugo, Mahtomedi, White Bear Lake, Stillwater, Lake Elmo	Tues & Thursday By Appt. Only	Foodshelf
<b><u>St. Michaels</u></b> 611 South 2nd Street Stillwater, MN 55082	651-439-3241	I.S. District 834 Afton, Bayport, Marine Stillwater, Lake Elmo, Lakeland, Mahtomedi	M-Th 9-11 By Appt. Only	Foodshelf
<b><u>Family Means</u></b> 1875 Northwestern Av So Stillwater, MN 55082	651-439-4840	School District 834	M,W,F 10-11:45	Foodshelf
<b><u>White Bear Foodshelf</u></b>	651-407-5310	White Bear Lake	Mon-Fri 10-12	Foodshelf

1884 Whitaker Street  
White Bear Lake, MN 55110

**Valley Outreach**  
1811 Curve Crest Blvd W  
Stillwater, MN 55082

651-430-2739

Maplewood, Hugo  
Willernie, Vadnais Hgts.

School Dist. 834

By Appt. Only

Mon 5-8  
Wed 10-1  
Thurs 4-7  
Fri 10-1

Foodshelf,  
Clothing,  
Limited  
Emergency  
Funding