

HOUSING CHOICE VOUCHER PROGRAM (HCVP) OWNER & TENANT FREQUENTLY ASKED QUESTIONS

Q: What are the Owner/Landlord/Managing Agent's obligations?

A: Owners/Landlords are responsible for the following:

- Screening the family's behavior and/or suitability for tenancy to rent their unit;
- Maintaining the contract unit and premises in accordance with RRHA's HQS standards;
- Providing all utilities under the lease they have with the voucher participant;
- Enforcing the lease against the tenant when there is a breach of the lease
- Complying with all other provisions of the Housing Assistance Payment (HAP) contract with RRHA to continue to receive monthly rent subsidy on behalf of the tenant

Q: Does RRHA HCV screen its voucher participants to live in my unit?

A: No. The owner is solely responsible for screening the family's behavior or suitability for tenancy. RRHA is not responsible for any screenings and does not place families in voucher units. Voucher participants search for and select the units they would like to live in on their owner. Owners must screen families who apply for their units the same way an applicant who does not have a voucher.

• Reminder: In the State of Virginia, a Housing Choice Voucher is considered protected under local Fair Housing Law. The voucher is considered a 'source of income'. Owners, who state they do not rent their unit(s) to voucher holders, or who use the fact that the applicant is a Voucher holder as the reason for denial, are in violation of the local Fair Housing Laws and are subject to severe penalties by the Department of Human Rights.

Q: What are the Family's (tenant) obligations?

A: Family's (tenant) obligations are the following:

- Supply all required information to RRHA;
- Report all changes in income and/or household composition within ten (10) days from the event date;
- Comply with housing quality standards (HQS) inspection;
- Making all repairs to an Owner's unit (within the timeline permitted) for all RRHA cited tenant-caused damages;
- Allow RRHA to inspect the unit;
- Abide the lease agreement;
- Notify the Housing Authority and Owner of move or lease termination;
- Use the assisted unit for the residence by the family and as the family's only residence;
- Do not sublease or assign lease or transfer the unit;
- Do not own or have any interest in the unit;
- Members of the family must not commit fraud, bribery, or any corrupt or criminal act in connection with the program
- Members of the family may not engage in drug-related criminal activity or violent criminal activity;
- An assisted family or members of the assisted family may not receive HCV assistance while receiving another housing subsidy for the same unit
- Family must not receive assistance while residing in a unit owned by a parent, child, grandparent, sister or brother of any family member
- Family's obligations to the owner include, paying their portion of rent on time, taking care of the housing unit, provide any utilities not furnished by the owner, family is responsible for damages to unit or premises (beyond normal wear and tear) that are caused by any family member or guest;

If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact your Housing Choice Voucher Specialist.



CITY of ROANOKE REDEVELOPMENT
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Q: Under what conditions can owners terminate a lease with a voucher participant?

A: RRHA is not a party to the lease agreement between voucher participant and the owner or landlord. Landlords may use Part C of their Housing Assistance Payment (HAP) Contract with RRHA (which is also an addendum to the lease between the owner and tenant) if their tenant has violated the lease agreement.

Q: What if I am having problems with my tenant? Can RRHA HCVP help?

A: RRHA is not a legal party to the lease agreement. We do not have legal authority to enforce provision(s) of your lease (including tenant failure to pay their portion of rent, or tenant behavioral issues that may result in violations of your lease agreement). RRHA's sole legal enforcement authority against its voucher participant (for violating the voucher program obligations, and/or its landlord for any breach of contract with RRHA is to terminate the housing subsidy.

Q: I would like to get paid more money for leasing my unit(s) but RRHA cannot pay a higher rate listed in the HUD payment standards?

A: HUD requires that RRHA publish the annual payment standards. This document lists the maximum amount (or ceiling amount) that our agency can pay for units of the same size across RRHA's housing jurisdiction. Owners do not automatically get paid this top amount due to several factors - tenant affordability, what utilities are included if any, family's voucher size, other rent comparable units.

- Reminder: It is illegal and considered fraud to enter into an agreement to pay extra money to owners/landlords above and beyond the contract rent determined affordable and reasonable by RRHA.

Q: Can RRHA pay the family's (tenant) security deposit?

A: No, RRHA does not offer assistance with the payment of voucher participant's security deposits. Payment of the security deposit is the responsibility of the voucher participant. Under Virginia law, a landlord is not allowed to request more than two (2) months contract rent as a security deposit.

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