

Table of Contents



Introduction.....	1
Part 1 Leasing Policies and Procedures.....	5
Part 2 Inspections.....	7
Part 3 Rent Guidelines.....	11
Part 4 Responsibilities.....	13
Part 5 Annual Operations.....	15
Part 6 Term of Lease and Contract.....	17
Part 7 Fraud.....	19
Part 8 Lease Housing Staff Contact Information.....	21

Property Owner's Guide

Section 8 Rental Assistance

Introduction

What is the Section 8 Rental Assistance Program

The Section 8 Rental Assistance Program is a Federally funded program administered by the Providence Housing Authority. Its purpose is to provide rental assistance to eligible low-income families. A family or an individual who is at least 62 years of age or disabled person may be eligible for the program if the annual income is equal to or below the income limits established by the Department of Housing and Urban Development (HUD). A participating family may choose to remain in its current unit or move to another location. The program enables families to obtain decent, safe and sanitary housing by subsidizing a portion of each resident's monthly rent and paying it directly to the property owner. Single family dwellings, apartment buildings, multi-family dwellings and townhouses/condominiums are also eligible. Paperwork is minimal and the owner retains normal management rights and responsibilities including tenant selection, rent collection property maintenance and lease termination.



How Rental Assistance is Provided

The subsidy provided for participating families is based on family size and income. A family may pay 30 – 40 percent of its income towards rent and utilities. The PHA staff person will calculate each party's portion according to federal guidelines. At the time of leasing, the owner and tenant will sign a lease and the PHA will sign a Housing Assistance Payment Contract with the owner. Both parties will know at that time the amount the tenant will pay as well as the amount to be sent directly to the owner by the PHA. These payments are guaranteed monthly income to the owner as long as the family lives there, continues to be eligible, and the unit continues to meet program requirements. **If the tenant's income changes, the PHA will notify both parties in writing of the new amounts. Any requested changes to the lease or rent must be approved**



by the PHA at least 60 days prior to the effective date. Owners may never tell the tenants that they must pay additional rent for any reason without consulting the PHA.

Owner Criteria

All property owners in the city of Providence are welcome (although not entitled to any right to participate in the program) to enter into a contract with the PHA and lease with the voucher holder provided that:

1. The unit is eligible
2. The unit passes HQS inspection
3. The lease is approvable, and
4. The rent is reasonable

In accordance with federal regulations, owner participation in the program may be disapproved or terminated for one of the following reason(s):

1. The owner is debarred, suspended or subject to a limited denial of participation under federal regulations
2. The federal government has instituted an administrative or judicial action vs. the owner for violation of Fair Housing Act or other federal equal opportunity requirements.
3. Violated obligations under a previous HAP contract.
4. Committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
5. Engaged in drug trafficking.
6. Has a history or practice of non-compliance with HQS for units under any federal housing programs.
7. Has a history or practice of renting units that fail to meet RI State or local housing codes.
8. Unpaid state or local real estate taxes, fines or assessments.



Advertising Vacant Units

Owners/agents may post vacant units in Providence on the Providence Housing Authority's website. List property details at - www.pha-providence.com. Click on Section 8/Register an Apartment. You may also call 709-1600; or, come to the office at 100 Broad Street to advertise a vacant unit.

Part 1- Leasing Policies and Procedures

Screening and Selection of Residents:

It is the responsibility of the family to locate a unit. **Owners are encouraged to, and are responsible for using normal procedures to screen and select prospective tenants.** To assist you in the screening process, you may also contact the Leased Housing Department for the names and addresses of the family's previous landlords. Once you have screened and selected the family, you will complete a Request for Tenancy Approval form that describes the property, the responsible party for utilities and the amount of rent you are asking.



Non-Discrimination in Housing:

Please note that in the selection of residents, provisions of services, or in any other manner, Federal Law states that an owner may not discriminate against any person because of race, color, religion, handicap, sex or national origin. Moreover, State and Local Statutes may prohibit discrimination on broader grounds (i.e., age, marital status). Participants are instructed to report all cases of discrimination to the Department of Housing and Urban Development.

PHA Approval of Housing Units

When you decide to lease a unit to a program participant, he/she will give you a "Request for Tenancy Approval" form that you must complete and sign. It is the family's responsibility to bring the form to the PHA. After the tenant submits the document, a PHA Representative will review the reasonableness of the rent and call the owner for verification that the unit has a **Lead Conformance Certificate** in accordance with RI State Law. Upon receipt of the certificate, the Representative will schedule an inspection of the unit. The owner or agent must accompany the Inspector to the unit to learn of any deficiencies that exist. If deficiencies are found, a list of needed corrections will be developed. The landlord will have the option to make the appropriate corrections or not participate in the program. ***The unit will not be subsidized until all violations are corrected.***

Regulations for Lease and Contract Execution

The PHA uses a standard HUD-approved lease. Other leases must be approved by the Providence Housing Authority which must include a HUD required addendum which supercedes any conflicting item in the Owner's lease. **Any lease not authorized by the PHA is considered null and void.**

At the time of the lease and contract execution, the following regulations must be followed:

1. The Owner or designated agent * must sign all lease/contract forms in person.
2. Provide picture I.D.
3. Provide verification of Social Security or TIN number.
4. Provide proof of ownership of the property. Types of proof include:
 - ◆ Deed of the property
 - ◆ Insurance Binder
 - ◆ Current tax bill
5. Owner(s) must certify that the owner (including a principle or other interested party) is **not** the spouse, parent, child, grandparent, grandchild, sister or brother of **any** member of the tenant's household.
6. If the PHA has determined (and has notified the owner and the family of such determination) that approving the rental of the unit would provide a reasonable accommodation for a family member who is a person with a disability, the owner will sign a certification to that effect.



* If an agent is signing for an owner, he/she must have a notarized authorization from the property owner. For every signing, the agent must bring in the authorization so a copy can be made and attached to the Housing Assistance Contract.

In compliance with RI State Law, owners residing outside the state must register an agent with the Secretary of State's Office.

Any change(s) in the terms of the lease/contract must be pre-approved by the PHA in writing or they are invalid and constitute program fraud. Ex: changing the responsibility of utilities from the tenant to owner or vice-versa.

Part 2- Inspections

Housing Quality Standards



An apartment must have at least a kitchen, bathroom, living room as well as a bedroom for every two persons. The minimum requirements for these rooms are as follows:

1. The living room must have:

- a. Two (2) outlets *or* a permanent light fixture as well as one (1) outlet
- b. An operable window which is not broken nor cracked

2. The kitchen must have:

- a. A permanent light fixture
- b. At least one outlet (not counting refrigerator and stove outlet)
- c. A stove with all knobs and handles intact and all burners and ovens must be operable
- d. A refrigerator with all handles, bins, and racks intact
- e. A sink with hot and cold running water
- f. Sufficient storage space; cabinets or shelves depending on family size
- g. Sufficient preparing and serving space



3. The bathroom must have:



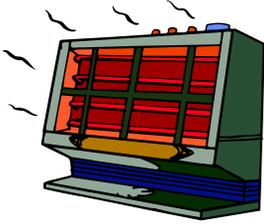
- a. Permanent light fixture
- b. Operable window or vent fan (to outside)
- c. Toilet
- d. Bathtub or shower
- e. Privacy
- f. Basin/sink

4. Each bedroom must have:

- a. An operable window which is not broken or cracked
- b. A permanent light fixture *and* one outlet or 2 outlets
- c. Privacy



5. Heat



- a. Must provide sufficient heat to entire living area
- b. **Gas on gas vented stove is allowed only if it is not the primary source of heat**
- c. Heating unit(s) must be permanently mounted to wall or floor (hard-wired if electric)
- d. unvented and/or open flame fuel burning heaters are **prohibited**.

6. The unit must be structurally sound with no severe defects. It must also include:

- a. Smoke alarm **on each level** of unit, including basement. If a hearing-impaired person occupies the unit, smoke detectors must have an alarm system designed for the hearing impaired in every room.
- b. Carbon Monoxide detectors in the basement and outside each bedroom area.
- c. For units constructed after 1/1/2002, carbon monoxide detectors must be hard-wired, interconnected with battery backup outside each bedroom area.
- d. No chipped, peeling, or "alligatored" paint in the apartment or on the exterior, including basement windows and foundations
- e. All electrical outlets and switch plates must have covers
- f. No holes in walls, ceilings or floors (including under kitchen sinks and bathroom vanities/counter)
- g. Adequately vented cooling/heating facilities
- h. All first floor windows with operable locks
- i. Handrails on all stairways with 4 or more steps including those leading to tenants apartments and the basement
- j. No tripping hazards
- k. Elevators, if present, must be in safe and operating condition
- l. Access to unit without going through another apartment or private property
- m. Two exits required, unless it is 1st floor.
- n. Two exits in the basement if it is used as a living space
- o. Trash can with cover
- p. No mice or roach infestation
- q. Entrance door to unit *and* to exterior must be hard-core (not hollow) with operable locks
- r. No major leaks in apartment or basement
- s. Interior air must be free of dangerous pollutants
- t. A safe water supply
- u. The site and neighborhood must not be subject to serious adverse environmental conditions (i.e. fire, flood, disturbing noise, sewerage hazards, excessive accumulation of trash)



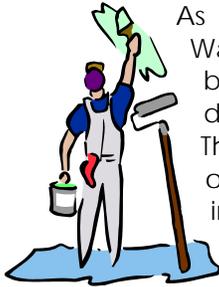
- v. Clear access to boilers, electrical boxes, etc. without passing through another unit

Lead Based Paint

At each leasing, besides providing a Lead Conformance Certificate, owners/agents must disclose and provide to tenants all available records and reports pertaining to lead based paint hazards cited on the property per U.S.C.4582(d). Many units constructed before 1978 may contain lead-based paint. Lead paint and dust are harmful not only to children but also to adults. Children may eat paint chips or chew on painted railings, window sills or other items when parents are not around. A child who ingests enough lead paint bits/dust may suffer physical or mental impairments or even die.



Older homes and apartments often have layers of lead paint on walls, ceilings and woodwork. Outdoors, lead paint and primers may have been used in many places including walls, fences, porches and fire escapes. When the paint chips off or when plaster breaks, there is a real danger for babies and young children.



As a homeowner, you should keep your home in good condition. Water leaks from faulty plumbing, defective roofs, or exterior holes and breaks may allow rain or dampness into the interior of your home, damaging walls or ceilings and causing paint to peel, crack or flake. These conditions should be corrected immediately. Merely painting over deteriorated paint surfaces does not remove the hazard. It is important that the problem is corrected in the proper manner so that lead dust does not increase the hazard. Never dry scrape or dry sand painted surfaces. Before beginning, contact the RI

Department of Health for instructions on the proper method for correcting defective paint or visit HUD's website at www.hud.gov/offices/lead.com.

If your unit was built before 1978 and is occupied by a child under 7 years of age:

The Housing Quality Inspector must inspect your unit for defective paint surfaces (interior and exterior surfaces that are cracking, peeling, scaling, chipping, or have loose paint). If any defective areas are found, the problem must be corrected within 30 days.

If your unit was built before 1978 and a child under the age of 7 living in the unit has an elevated blood lead level:

Your unit must be tested for lead-based paint. If lead-based paint is found, the unit must be made lead safe and receive a Lead Safe Certificate (this is different from a Lead Conformance Certificate) from the RI Dept. of Health. The Lead Safe Certificate must be renewed annually.

Discrimination:

The Fair Housing Act prohibits owners of housing to discriminate against families with children, or EBL children, even if the unit is known to have lead-based paint hazards. It would further make it inadvisable to ask questions about EBL status, pregnancy, or intentions to become pregnant. Restrictive covenants against children including EBL children are also illegal. Therefore, no renter or buyer may be asked to sign a statement that a child or EBL child, is not expected to reside in the dwelling. In no case may an owner refuse to allow a family to occupy the unit, however, because of the presence of a child or require that a family move because lead is found." (Federal Register vol. 64, # 178, 9-15-99).



Enforcement of Repairs

Each housing unit rented to a Section 8 tenant must be inspected **at least once annually**. The tenant will receive a notice to be at home for the inspection appointment. The family's failure to allow the inspector access to the unit is grounds for termination of assistance.

If problems are noted which are life threatening, the inspector will notify you immediately and allow 24 hours to make repairs.

If problems are discovered which cause the unit to "fail" (i.e., the unit does not meet Housing Quality Standards), you will receive a letter itemizing the necessary repairs which must be completed within 30 days. The letter will also state the date and time the inspector will return to review the corrections. If you have a valid reason for being unable to meet the deadline such as supplies are on back order, weather conditions (for exterior work), etc, please send a request for an extension in writing to the Program Representative **prior** to the re-inspection appointment.



Upon reinspection, if the repairs have not been completed, the rent will be abated (discontinued) for 30 days. According to federal regulations after the reinspection, the Leased Housing Department may not make payments to an owner for a unit that does not meet the HQS requirements. **When the rent is abated, the PHA cannot send its share of the rent and that portion cannot be collected from the tenant**

It is the owner's responsibility to contact the Program Representative if he completes the repairs after the re-inspection so that the inspector can conduct a final inspection. If the repairs are completed during the following 30 days, then the owner will receive a **pro-rated** Housing Assistance Payment for only the period between the date the unit passed inspection and the end of the month. **Although the repairs are finally made the abated portion cannot be recouped.** If the contract is cancelled, the PHA is not liable for damages nor vacancy loss.



To summarize, except in emergency situations, owners have 30 days to repair the unit. If repairs are not made, rent will be discontinued/abated. If the repairs

have still not been made within the next 30 days, the PHA will cancel the contract.

Part 3- Rent Guidelines

Rent Reasonableness

Fair Market Rents: The Section 8 Rental Assistance Programs use Fair Market Rents (FMR) and the Rent Reasonableness Survey of Providence's neighborhoods to determine the maximum gross rent (including utilities) an owner may charge for a new lease-up. Annual increases may be given to owners who renew their leases providing that the amount falls into the range of reasonable rents. The FMR is published annually by the Department of Housing and Urban Development.



Rent Reasonableness: The Providence Housing Authority conducts a Rent Reasonableness Survey at least annually but at times more often based on market conditions. If the Rent Reasonableness Test indicates that the requested rent or increase exceeds rents for comparable unassisted units, the rent or increase will be reduced to a lesser amount. The amounts vary due to factors such as: the bedroom size allocated, neighborhood, condition of the unit, inclusion of some or all utilities, recent rehabilitation, lead-safe status and other amenities.

The purpose of this test is to assure that:

1. A fair rent is paid for units selected for participation in the Housing Choice Voucher Program
2. The rent cannot exceed the comparable unassisted rents in the private market; and
3. The Section 8 Rental Assistance Programs do not have the effect of inflating rents in the community.



Utility Allowance

A chart of average utility costs by type and bedroom size is utilized, reviewed, and updated annually. The chart is adjusted if there is an increase or decrease of at least 10%.

Program participants who are responsible for paying any or all of their own utilities (heat, cooking gas/electric, hot water, electricity) or provide their own stove and/or refrigerator are entitled to a utility



allowance. The appropriate amounts are tabulated and factored into the calculation so that the tenants can better afford to pay their utility bills by further subsidizing their rent costs.

Effective 2015, due to change in the federal regulations, the utility allowance is based on the **smaller of** the number of bedrooms on the voucher or the actual number of bedrooms in the unit.

Any utility that must be paid by the tenant must be solely that which only the tenant consumes. Other apartments or common areas cannot be connected to the tenant's meter.

Any change(s) in the terms of the lease/contract including changing the responsibility of the utilities from the tenant to owner or vice-versa must be **pre-approved** by the PHA in writing or they are invalid and constitute program fraud.

Part 4- Responsibilities

Tenant/Participant Responsibilities

1. Supply any information requested to the PHA including income, immigration status, Social Security numbers and family composition.
2. Sign consent forms for obtaining information.
3. All information provided must be true and complete.
4. Be responsible to correct any housing violations which the PHA determines to be caused by the family – other than normal wear and tear.
5. Comply with the provisions in the lease.
6. Notify the PHA and the landlord 30 days prior to moving.
7. Give the PHA within 10 days a copy of any eviction action started by the owner.
8. The unit must be the family's only residence.
9. Notify the PHA within 30 days of any additions to the household such as a birth, adoption or court-awarded custody
10. Request approval from the PHA within 30 days to add another occupant(s) to the lease.
11. Notify the PHA within 30 days if any occupant moves out of the unit.
12. Must not sublease the unit.
13. Must not assign the lease or transfer the unit.
14. Notify the PHA of any absence of 30 days from the unit.
15. Must not own or have any interest in the unit.
16. Family members must not commit fraud, bribery or any other criminal act in connection with the programs.
17. Family member must not engage in drug-related or violent criminal activity.
18. Members of the family may not receive duplicative federal, state or local housing assistance.



To summarize, the tenant must pay all rent and utilities that are not covered by the Housing Assistance Payment Contract. All residents are provided with a list of their responsibilities regarding rent payment. **Since the family is receiving assistance, the rent burden is reduced and they should be able to pay the rent on time and with less difficulty. Owners are encouraged to provide dated receipts for all payments made in cash.** The head of household will have to bring the receipts at their annual recertification interview.



The family is responsible for any damages or deficiencies that they cause to the unit. Residents are also responsible for full payment of the security deposit.

Failure to comply with the items listed above will result in the family's termination from the Section 8 Rental Assistance Program.

Owner's Responsibilities

Owners are **permitted and encouraged** to screen families on the basis of tenancy histories with respect to:

1. Payment of rent and utility bills
2. Caring for unit and premises
3. Respecting rights of others to the peaceful enjoyment of their housing
4. Drug related criminal activity that is a threat to the life, safety or property of others
5. Compliance with other essential conditions of tenancy when a family wants to lease



Upon request by the owner, the PHA will provide:

1. The family's current and prior address
2. Name and address of landlord at present and prior address
3. Documented information concerning family, tenancy history, previous damage claims, or drug-trafficking by family members



Owners are encouraged to be truthful concerning any problems with a current or former tenant so that families who do not fulfill their obligations are not rewarded with continued rental assistance when thousands of families are waiting for assistance.

Owners must make reasonable accommodations in rules, policies, practices or services if necessary for a person with a disability to use the housing and must allow the person with a disability to make reasonable modifications in accordance with 24 CFR 100.203, 100.203(a)

The owner must abide by all terms of the lease with the tenant as well as all the terms of the contract with the PHA. The owner is required to keep the unit in the condition required by HQS standards.

Part 5- Annual Operations

Annual Recertifications

The Providence Housing Authority is required by federal regulations to perform annual recertifications and inspections. Participating families are re-certified on an annual basis because tenant income and family composition, which play a decisive role in rent calculations, are both subject to change.



Under such circumstances, the result may be a change in the portions of rent paid by the tenant and by the PHA. Any increase or decrease in family composition during the year may also affect whether the family needs to move to a different size unit.

Annual Unit Inspections

The PHA inspects the unit each year to ensure that it meets program standards. These inspections also help you stay informed about the condition of your property and help prevent deterioration. If deficiencies are found during a PHA inspection, it is the responsibility of both landlord and tenant to make sure all deficiencies are corrected within a specified time frame – usually 30 days unless it is an emergency situation. The PHA will not continue the contract if the unit does not meet the Housing Quality Standards of the program upon reinspection in 30 days.

Lease Renewal

The owner and family must decide if they wish to continue the lease at least **90 days prior** to the expiration of the lease. If they agree to continue, the lease extends automatically **on a month-to-month basis** unless they mutually agree to enter into another one-year term.

Rent Increase

All increases in rent must be requested **in writing** indicating the reason for the increase **at least 90 days prior to the renewal date**. Since funding is constantly fluctuating, you may receive a partial increase or none at all. The Program Representative is required to review the reasonableness of the request, calculate the tenant's portion and notify the family of the change. If the tenant agrees to continue, the paperwork will be processed. If not, the family will have to begin looking for another unit.



Please keep in mind that according to the Housing Choice Voucher Program calculation, the majority of increases result in the tenant (not the PHA) paying a higher portion to the owner.

Part 6- Term of Lease and Contract

Initial Term of Lease

It is very important that the Owner/Agent completes the Request for Lease Approval correctly. The lease, which is prepared from that form, stipulates that there can be no increases during the initial term (first year) nor can there be changes as to who is responsible for the utilities.

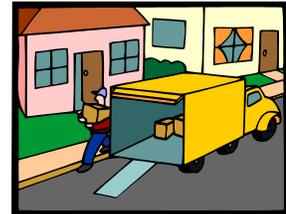
Families are required to stay in place for one year unless evicted for lease violations by the owner or terminated from the program by the PHA.

Termination

If the family becomes ineligible for assistance: If the tenant becomes ineligible, the PHA will cancel its contract with you. You may arrange with the household, however, to continue the lease without rental assistance.

If the family decides not to renew the lease: If the family decides to move from the unit, you may select another household participating in the Section 8 Program. If you decide to continue with the program, you may post your property at the PHA's Main Office. The PHA may NOT refer clients to you.

If the owner wants to terminate the lease: The lease cannot be terminated within the first year of the lease unless the tenant is evicted for a serious lease violation including non-payment of rent. Either the owner or the tenant can decide to terminate the lease at any time after the first year with a thirty (30) day written notice. Owners must follow applicable RI State Laws.



If the owner sells the property: The owner must contact the PHA prior to the sale of the property. The PHA and the new owner may transfer the Housing Assistance Payment Contract to provide uninterrupted Rental Assistance Payments once the required documents are submitted to the PHA.

If the tenant vacates the unit in violation of the lease: You may retain the Housing Assistance Payment for the month in which the tenant has moved. You may also retain the security deposit per R.I. State law.

Eviction Procedures: If an owner decides to begin eviction procedures against a tenant, standard procedures required by State and Local Law must be followed. You must give written notice to the resident household stating the grounds of the proposed eviction. You must also provide a copy of the written notice to the PHA.

VAWA: Owners must comply with the provisions concerning the Violence Against Women Act (VAWA) of 2005 which protects victims of domestic violence, dating violence or stalking. This act includes protection for those receiving rental assistance in the Voucher Program. The law provides that a participant cannot be denied assistance because he/she is a victim of domestic violence, dating violence or stalking if otherwise qualified for assistance. The law also protects a victim from losing assistance based solely on the fact that he/she is a victim of

domestic violence. **Neither housing agencies nor owners may terminate the victim's tenancy or rental assistance because of domestic/dating violence or stalking.** This type of violence may not be considered as a serious, repeated violation of the lease; other good cause; or criminal activity of the victim. If, however, the perpetrator of the violence is a member of the victim's family, the PHA has the authority to require the individual to leave the household as a condition for the victim and remaining family members to receive assistance. VAWA allows housing agencies and owners to request that victims sign a HUD-approved certification form stating: that he/she is the victim of "bona fide" incidents of actual or threatened domestic/dating violence, or stalking as defined in VAWA. It must include the name of the perpetrator and be provided within 14 business days unless there's an approved extension. The law also allows the victim to provide one of the following types of verification: a local police or court record or letter signed by a victim service provider, an attorney or a medical professional from whom the victim asked for assistance. The signer must certify under penalty of perjury that: the abuse is a true incidence of domestic/dating violence or stalking and the victim has signed or approved the documentation. Failure to provide the certification within the time limits, voids the protection provided by VAWA.

Part 7- Fraud

Examples of Program Fraud

Program fraud includes but is not limited to the following examples:

1. Any Section 8 Owner/Agent who, through informal agreements with their tenants, collects more rent from their tenants than allowed by the HAP Contract and the Lease.
2. Owner and tenant living together.
3. Utilities in the owner's name when according to the lease the tenant is responsible or vice versa. This is a poor management practice even if the tenant pays the amount indicated on the bill but it is in the owner's name.
 - a. Landlords/agents may not alter the responsibility for payment of utility. Changes to the lease may be done after the first year; however, all changes must be done in writing at the PHA Rental Assistance Office
4. Cashing a housing assistance payment check knowing that the tenant has vacated the unit without the PHA's knowledge.
5. Cashing a housing assistance payment check knowing that parties other than those listed on the lease are residing in the unit.
6. Owner allowing another family to move in and not reporting the original family's vacate.
7. The Owner (including a principle or other interested party) renting to a spouse, parent, child, grandparent, grandchild, sister or brother of any member of the family unless the PHA has determined (and has notified the owner and the family of such determination) that approving the rental of the unit would provide a reasonable accommodation for a family member who is a person with a disability.
8. Falsifying damage claims
9. Tenant subletting the unit
10. Tenant having borders and lodgers
11. Family not reporting all income including assets.



Enforcement

Anyone finding himself/herself in such a situation is violating Federal Law (18 U.S.C.1001) and the Housing Assistance Payments Contract. He/she should

contact the PHA immediately to rectify the problem. Any owner involved in an informal agreement must terminate it immediately and provide reimbursement.

Tenants are informed routinely of this problem and are advised of their rights as well as the consequences for participating in defrauding the program. Tenants are urged to report to the PHA any attempts by landlords to collect more authorized by their Program Representative.

Anyone who is aware of possible program fraud is encouraged to notify the PHA Fraud Investigator 709-2219. You may also leave detailed message with as many details as possible. All information will be kept confidential.

The Authority has several options available to rectify any fraud it detects including demand for reimbursement, termination from the program and legal action. Such cases have been forwarded to the Department of Housing and Urban Development Inspector General, RI State and local police departments as well as the FBI.



Please be aware that the PHA has successfully prosecuted several owners and tenants for program fraud. In each case, the disposition has been court-ordered repayment and some also received probation.

Part 8- Frequently Asked Questions (FAQS)

1. **Am I able to collect a Security Deposit and who is responsible to pay it?**

Owners may request a security deposit. According to RI State Law, it may not be more than one month's rent. This is the responsibility of the tenant. If you permit the tenant to pay in installments, it is advisable to put the payment plan in writing and both parties should sign.



2. **Am I able to screen tenants?**

The PHA is permitted to screen for income eligibility and violent and/or drug related criminal activity. The owner is responsible to screen a voucher holder in the same manner as any other prospective tenant. The name and address of any current or past landlord can be requested from the Program Representative.

3. **What happens if one person wants to rent a unit larger than the voucher?**

It is important to check the bedroom size allowed by the PHA on the voucher itself. A tenant who wants to rent a unit larger than what is allowed will either pay more than 30% of his/her income which could cause rent payment problems in the future or the requested rent would have to be lowered significantly to ensure that the tenant will not pay more than 40% of his/her income towards the rent.

4. **I live out of state why do I need an agent?**

RI State Law states that non-resident owners must file an agent with the Office of the RI Secretary of State. Payments cannot be made otherwise. Please visit sos.ri.gov/business/nonresident/

5. **What happens if more people move in than are listed on the lease? Can I charge more?**

Under no circumstances can an owner request or accept additional money from a tenant. The tenant is not allowed to move in more people without written permission from the PHA and owner. By signing the contract and the Housing Assistance Payment check each month, the owner is stating that only those on the lease are residing in the unit. Accepting money without PHA written approval constitutes fraud.

6. **If the owner or agent cannot be there for the initial inspection, can I leave the door open?**

The PHA Inspector is **not** permitted to enter any unit if the owner or agent is not present.

7. **Why may I get two dates for reinspection?**

The Inspector will return twice. The first date is for any emergency violation that has to be corrected within 24 hours. The second date is when the Inspector will return for any other repairs listed on the notice.

8. **What is a 24 hour (emergency) violation?**

An owner will receive a notice for any emergency situation such as smoke alarms, carbon monoxide detectors, heat issues, unsafe wiring, etc. The inspector will return to ensure that the repair has been made and if not the check will be abated.

9. **What is abatement?**

Abatement is mandated by HUD if a violation is not corrected before the reinspection. Payment is stopped not held until the violation is corrected. If the Inspector returns for a second time and the unit finally passes, rent payment will resume from the "pass date" but the amount that should have been paid between the first and second reinspection will never be paid.

10. **What happens if the tenant does not let me in to do repairs?**

RI State Law states that Owners must give 48 hour written notice to enter. Save any notice sent to the tenant and if this becomes a problem, please contact the Program Representative to assist with this problem.

11. **Am I able to get an extension to finish the repairs?**

Extensions must be requested in writing and including any documentaion (receipts for ordered materials, etc.) **prior to** the reinspection. Extensions may be approved for materials that are out of stock and must be ordered, seasonal issues such as exterior painting in the winter, etc.

12. **When can I get a rent increase?**

If funding permits, rent increases may be approved only at the annual recertification. Requests must be made in writing no later than 90 days prior to the annual recertification date. It must include the amount requested as well as a reason for the increase (increased taxes, water, etc.). Please keep in mind that changes in rent usually increase the tenant's portion.

13. **What should I do if the bank account (to which the Housing Assistance Payment Check is direct deposited) changes?**

You may fax (351-1191) or bring in person a voided check with the new routing and account numbers. Please keep in mind that the deposits are sent to the bank a day or two before the first of the month. If the change happens at that time, please call so that the deposit goes into the correct account.

14. **If I suspect fraud or criminal activity, whom do I contact?**

Call the PHA Fraud Investigator at 401-709-2219.

15. Why can't the PHA get the tenant out of my apartment?

The PHA can terminate the tenant for program violations. The owner has a lease with the tenant and as such is the only one who can evict the tenant. Owners must send copies of any legal notices for non-compliance and/or failure to pay rent to the Program Representative. Tenants will be notified that eviction for cause or non-payment results in termination of rental assistance and is reported to HUD's national database.

Part 9 - Leased Housing Department Staff

Donna De La Rosa	Director of Leased Housing	709-1601
Vanessa Galarza	Associate Director of Leased Housing	709-1618
Yvonne Longo	Senior Program Representative	709-1602
Denise Healey	Program Representative II	709-1603
Dawn Watkins	Program Representative II	709-1608
Bertha Estrada	Program Representative	709-1609
Betzaida Munoz	Program Representative	709-1605
Ana Fernandez	Program Representative	709-1612
Aida Rodriguez	Program Representative	709-1610
Orlanda Oliveira-Teo	Program Representative	709-1617
Ingrid Ostos	Program Representative	709-1616
Monique Hazard	Program Representative	709-1630
Alexandra Mendez	Program Representative	709-1623
Milady Gonzalez	Coordinating Secretary	709-1615
Angie Tavarez	Clerk Typist	709-1600
Dave Botham	Inspector	709-1620
Liz Perreault	Inspector	709-1621
Bruce Jupiter	Inspector	709-1622

