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Introduction

Welcome to the Georgia Department of Community Affairs Housing Choice Voucher Program (Section 8 Program). Created in 1974, this tenant-based program assists low income families rent safe, decent, and affordable housing in the private market by offering assistance payments directly to the owner on behalf of the family. The subsidy remains with the family; it is not attached to the dwelling unit. The amount of subsidy is based on the family's income.

The Housing Choice Voucher Program is designed to achieve four major objectives:

- To provide improved living conditions for low and very low income families while maintaining their rent payments at an affordable level;
- To promote freedom of housing choice and integrate lower income and minority families into mainstream society;
- To provide decent, safe, and affordable housing for eligible participants; and
- To provide an incentive to private property owners to rent to lower income families by offering timely assistance payments.

The landlord plays a key role in meeting the objectives of the Housing Choice Voucher Program. This manual explains the landlord's role and those of other players necessary to make the DCA Housing Choice Voucher Program successful.

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Roles and Responsibilities of Key Program Players

The **U.S. Department of Housing and Urban Development (HUD)**, the arm of the federal government that is accountable for public housing programs, has four major responsibilities:

- Interpret housing legislation;
- Allocate housing assistance payment funds;
- Provide technical assistance and training to Housing Authorities (HAs); and
- Monitor HA compliance with program requirements and production goals.

The **Housing Authority (HA)**, in this instance, the Georgia Department of Community Affairs (DCA), serves as the contract administrator for HUD and has four broad areas of responsibility:

- Determine initial and continued eligibility of families;
- Certify that the units meet federal Housing Quality Standards (HQS);
- Pay Housing Assistance to landlords; and
- Monitor program performance and compliance with federal and state rules.

The **Landlord** has the following major responsibilities:

- Tenant selection and leasing (tenant selection is defined as screening the family to determine if the landlord wants them to occupy the unit);
- Compliance with the Housing Assistance Payments (HAP) Contract; and
- Normal landlord functions during the lease term (e.g., grounds and buildings on-going maintenance, rent collection, lease termination).

The **Family's** responsibilities are:

- To abide by the requirements of the lease;
- To provide income and family information to certify eligibility and calculate rent;
- To search for housing;
- To pay tenant portion of the rent; and
- To cooperate with DCA in inspections and reexaminations.

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How the Housing Choice Voucher Program Works

Each of the following topics are discussed in detail following this summary.

- **APPLICATION:** A family applies to DCA and is placed on the appropriate county waiting list. Family is defined as single or group of persons.
- **CERTIFICATION:** Once the family reaches the top of the waiting list, DCA issues a voucher to search for housing that meets program requirements. Housing that meets program requirements is discussed in detail in a later section.
- **HOUSING SEARCH:** The Housing Choice Voucher is valid for a total period of 120 days from the date of issuance. The family must submit an Inspection Request Form within the 120 day period. Additional search time for families that include a member with a disability may be considered for purposes of reasonable accommodations.
- **TENANT SELECTION:** If the landlord agrees to lease the unit, the family contacts DCA.
- **HOUSING QUALITY STANDARDS (HQS):** DCA inspects the dwelling unit to determine that it is decent, safe, and sanitary according to DCA and federal Housing Quality Standards (HQS).
- **RENT AMOUNT AND MARKET COMPARABILITY SURVEY:** DCA surveys the surrounding rental market to compare the requested rent amount with rents being charged for like units.
- **LEASE:** The landlord and family may sign a lease that is in standard form and consistent with state and local law, provided it does not conflict with HUD regulations.
- **SECURITY DEPOSIT:** The security deposit amount may be set at any amount, but may not exceed the sum total of two months rent; and may not exceed the amount charged non-assisted families. The landlord may retain the security deposit as long as s/he complies with all state/local laws.
- **TERMINATION OF TENANCY:** The landlord and/or family may terminate tenancy when certain conditions exist.
- **HOUSING ASSISTANCE PAYMENTS CONTRACT AND PAYMENT:** The landlord and DCA execute the Housing Assistance Payments Contract in order for rental assistance payments to begin.

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Application

Generally a family interested in participating in the Housing Choice Voucher Program may apply to DCA when the waiting list is open. DCA makes families aware of an open waiting list by publishing the announcement in the local newspaper. DCA reviews the family's composition and income and determines eligibility. Applications are offered on a first-come, first-served basis.

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Housing Choice Voucher

When selected from the waiting list, the family is issued a Housing Choice Voucher. Payment Standards may be used as guidelines for rents, but the family can choose a unit at a higher rent which will result in the family having a greater rent burden.

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Tenant Selection

The landlord is responsible for screening and selecting prospective tenants using normal procedures. To assist the landlord with the screening process, DCA will provide him/her with a copy of the Tenant History Report. The report identifies the head of household and provides information about the family's current address, as well as names of current and previous landlords, if available. The landlord is under no obligation to lease a unit to any Housing Choice Voucher assisted family; however, based on the 1988 Fair Housing Amendments Act, it is illegal to discriminate.

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Fair Housing Amendments Act Of 1988

The Fair Housing Act declares that it is national policy to provide fair housing throughout the United States and prohibits eight specific kinds of discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, handicap, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18) or national origin.

1. Refusal to sell or rent or otherwise deal with a person;
2. Discriminating on the conditions of terms of sale, rental, or occupancy;
3. Falsely denying housing is available;
4. Discriminatory advertising;
5. Blockbusting - causing person(s) to sell or rent by telling them that members of a minority group are moving into the area;
6. Discrimination in financing housing by a bank, savings and loan association, or other business;
7. Denial of membership or participation in brokerage, multiple listing, other real estate services; and
8. Interference, coercion, threats, or intimidation to keep a person from obtaining the full benefits of the Federal Fair Housing Law and/or filing a complaint.

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Housing Quality Standards

Although the family selects the unit, DCA is required to inspect and determine whether the dwelling unit passes Housing Quality Standards (HQS) prior to executing a contract and annually during the entire time that the contract is effective. HQS are minimum standards established by HUD to ensure that all rental units are safe, decent and sanitary. A DCA representative will conduct the unit inspection to make sure that it meets the standards. If DCA determines that deficiencies exist, the landlord and the family will be notified and the reasons provided. The landlord will be given an opportunity to correct the problems. DCA will execute the Housing Assistance Payments (HAP) Contract after a re-inspection shows repairs are complete.

When deficiencies are cited at subsequent inspections, the landlord or family will be required to correct them. The inspection report will identify which party is responsible for making the repairs. Generally they will be have 30 days to correct the deficiency.

HQS Inspection Booklet

BASIC STANDARDS

Sanitary Facilities -

A flush toilet in a separate, private room, a fixed basin with hot and cold running water, and a shower or tub with hot and cold running water shall be present in the dwelling unit, all in proper operating condition.

Food Preparation and Refuse Disposal -

Cooking stove or range top with either an oven or microwave and a refrigerator of appropriate size for the unit, supplied by either the landlord or the family, and a kitchen sink with hot and cold running water shall be present. Adequate space for the storage, preparation, and serving of food shall be provided.

Space and Security -

The dwelling unit shall contain a living room, kitchen area and bathroom. The dwelling unit shall contain at least one bedroom or living/sleeping room of appropriate size for each two persons. Persons of opposite sex, other than husband and wife or very young children, shall not be required to occupy the same bedroom or living/sleeping room. Exterior doors and windows accessible from outside the unit shall be lockable.

Smoke Detector -

The dwelling unit shall contain a working smoke detector on every level and in an appropriate location to provide maximum warning to occupants should a fire or smoke situation occur.

Thermal Environment -

The dwelling unit shall contain safe heating that is in proper operating condition and provides adequate heat to each room in the dwelling unit appropriate for the climate to assure a healthy living environment. Un-vented space heaters that deliver enough heat to assure a healthy living environment are acceptable. To determine if the family has

adequate heat during winter months, the family will be questioned regarding adequacy of heat. The American Gas Association (AGA) seal of approval must be present on each un-vented space heater to determine its safety.

Illumination and Electricity -

Each room shall have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. Living and sleeping rooms shall include at least one window. A ceiling or wall type light fixture shall be present and working in the bathroom and kitchen area. At least two electric outlets, one of which may be part of an overhead light, shall be present and operable in the living area, kitchen area and each bedroom area. The kitchen, however, must have at least one overhead light and one working wall outlet.

Structure and Materials -

Ceiling, walls, and floors shall not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling or noticeable movement under walking stress, missing parts or other serious damage. All floors must be covered (e.g., linoleum, carpet, rugs, hardwood sealant, paint). The roof structure shall be firm, and the roof shall be weather tight. The exterior wall structure and exterior wall surface shall not have any serious defects such as serious leaning, buckling, sagging, cracks or holes, loose siding, or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways, etc., shall be such as not to present a danger of tripping or falling. All stairs with four or more steps require handrails and porches and balconies over 30 inches high require guardrails.

Interior Air Quality -

The dwelling unit shall be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful air pollutants. Air circulation shall be adequate throughout the unit. Bathroom areas shall have at least one window that opens or other adequate exhaust ventilation.

Water Supply -

Either public or private sanitary water supply is acceptable.

Lead Based Paint -

HUD requires landlords to disclose know information concerning lead-based paint and/or lead-based paint hazards for pre-1978 dwellings. Information must be included in the lease (or as an attachment/addendum). NOTE: This disclosure does not require that owners conduct a paint inspection or risk assessment. It only requires that know information be disclosed and any report(s) be made available.

This information must be provided to new tenants before they sign the lease. It must also be provided upon renewal of an existing lease unless information has been previously disclosed and no new information has come into the possession of the landlord.

Landlords must provide prospective tenants with a copy of an EPA pamphlet titled "Protect Your Family from Lead in your Home". To assist Housing Choice Voucher

landlords, DCA has placed copies of the EPA pamphlet and the disclosure statement in all tenant briefing packets.

Lead Paint Booklet

Lead Paint Disclosure Statement Form

Access -

The unit must have a private entrance without going through another dwelling unit. An alternate means of egress from the building is required.

Site and Neighborhood -

The site and neighborhood must be reasonably free of conditions that would endanger the health and safety of residents, such as dangerous walks, steps, structural instability, flooding, poor drainage, septic tank back-ups, excessive accumulation of trash (more than one person can pick up in an hour), vermin or rodent infestation, and/or fire hazards.

Sanitary Condition -

The unit and its equipment must be free of vermin and rodent infestation.

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Rent Amount And Market Comparability Survey

DCA surveys the surrounding rental market to compare the requested rent amount with rents being charged to families renting like units who are in their first year of occupancy. If the requested rent amount exceeds the rent being charged for like units in the same rental market, DCA may refuse to enter into a Housing Assistance Payment Contract with the landlord.

Rent Comparability Survey Sheet

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Lease

The lease is a legal agreement between the landlord and the tenant outlining the responsibilities of both parties. Landlords who select a Housing Choice Voucher assisted tenant enter into a lease with that tenant using a standard lease they would normally use for unassisted renters. Because HUD has specific language that must be included in the lease, it requires a Tenancy Addendum to be attached to the lease. DCA is not a party to the lease, but is a party to the Housing Assistance Payment Contract, which will be covered in a later section. The lease must specify:

1. The names of the owner and tenant;
2. The address of the unit rented (including apartment number, if any);
3. The amount of monthly rent to owner;
4. The utilities and appliances to be supplied by the owner;
5. The utilities and appliances to be supplied by the family; and
6. The term of the lease, including initial term and provisions for renewal.

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Security Deposit

Landlords are encouraged but not required to obtain a security deposit from the family. If a security deposit is required, the tenant is responsible for paying it to the landlord. The security deposit is refundable by state law, and no other fees or deposits may be collected.

The maximum amount of the deposit may equal the sum total of two months rent. However, the amount of security deposit charged Housing Choice Voucher families cannot be greater than the amount charged unassisted families.

Security Deposits are covered by the following state laws:

Georgia Law:

O.C.G.A. 44-7-33 (a) (b)

(a) Prior to tendering a security deposit, the tenant shall be presented with a comprehensive list of any existing damage to the premises, which shall be for the tenants retention. The tenant shall have the right to inspect the premises to ascertain the accuracy of the list prior to occupancy. The landlord and the tenant shall sign the list and this shall be conclusive as to latent defects. If the tenant refuses to sign the list, the tenant shall state specifically in writing the items on the list to which he dissents and shall sign such statement of dissent.

(b) Within three business days after the date of the termination of occupancy, the landlord or his agent shall inspect the premises and compile a comprehensive list of any damage done to the premises which is the basis for any charge against the security deposit and the estimated dollar value of such damage. The tenant shall have the right to inspect the premises within five business days after the termination of the occupancy in order to ascertain the accuracy of the list. The landlord and the tenant shall sign the list, and this shall be conclusive evidence of the accuracy of the list. If the tenant refuses to sign the list, he shall state specifically in writing the items on the list to which he dissents and shall sign such statement of dissent. If the tenant terminates occupancy without notifying the landlord, the landlord may make a final inspection within a reasonable time after discovering the termination of occupancy.

O.C.G.A. 44-7-36

Code Section 44-7-33(b) shall not apply to rental units which are owned by a natural person, if such natural person, his or her spouse, and his or her minor children collectively own ten or fewer rental units; provided, however, that this exemption does not apply to units for which management, including rent collection, is performed by third persons, natural or otherwise, for a fee.

(Landlords having any questions concerning the applicability of these laws, should contact an attorney.)

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Housing Assistance Payments Contract And Payment

The Housing Assistance Payments (HAP) Contract is a legal agreement between the landlord and DCA. It outlines the landlord's rights and obligations. The HAP Contract and lease are simultaneously effective. If the HAP Contract is terminated, the landlord and family may execute a new lease but DCA will not assist the family to pay the rent.

After execution of the HAP Contract, DCA will forward Housing Assistance Payments to the landlord on behalf of the family. The amount of the monthly payments equals the difference between the family's share of and the approved contract rent. Housing Assistance Payments are made directly to landlords at the beginning of each month for the current month. Endorsement of each HAP check or acceptance of Direct Deposit is mandatory because it certifies that:

- The Contract unit is in decent, safe, and sanitary condition and the landlord is providing all the services, maintenance, and utilities as agreed to in the Lease;
- The Contract unit is leased to the family named on the Contract and Lease;
- The Contract rent does not materially exceed rents charged by the landlord for other comparable unassisted units;
- Except for the Housing Assistance Payment and the tenant rent as provided under this Contract, the landlord has not received and will not receive any payments or other consideration (from the family, DCA, HUD or any other public or private source) as rent for the Contract unit;
- The family and DCA do not own or have interest in the Contract unit; and
- The members of the family occupy the Contract unit, and it is their principal place of residence.

Housing Assistance Payment Contract

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Termination Of Tenancy

1. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
2. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
 - **Serious or repeated violations of the lease.**
 - **Violations of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises.**
 - **Criminal activity or alcohol abuse** (as provided below).
 - The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - Any violent criminal activity on or near the premises; or
 - Any drug-related criminal activity on or near the premises.
 - The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - Fleeing to avoid prosecution, or custody or confinement after conviction, of a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
 - Violating a condition of probation or parole under Federal or State law.
 - The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

- The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
 - **Other good cause** (as provided below).
 - During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
 - During the initial lease term or during any extension term, other good cause includes:
 - Disturbance of neighbors,
 - Destruction of property, or
 - Living or housekeeping habits that cause damage to the unit or premises.
 - After the initial lease term, such good cause includes:
 - The tenant's failure to accept the owner's offer of a new lease or revision;
 - The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - A business or economic reason for termination of tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
3. The owner may only evict the tenant by a court action.
 4. The family can terminate the lease by giving a written notice to both DCA and the landlord after the first year of the lease term.
 5. The landlord and family can terminate the lease within the first year of occupancy with a written mutual agreement to rescind the lease.
 6. If the lease is terminated by either the landlord or family, the HAP Contract is automatically terminated. However, if DCA terminates the HAP Contract, the family may remain in the unit if the family and landlord agree and the family assumes full responsibility for the rent.

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Summary Of Landlord's Ongoing Responsibilities In The Housing Choice Voucher Program

1. **Comply with the Lease.** The landlord's major responsibilities under the lease are to:
 - Collect the tenants share of the rent; and
 - Make timely repairs and keep the unit in good condition.
2. **Comply with all applicable Federal, State and Local Regulations, Fair Housing Laws, and Landlord-Tenant Laws.**
3. **Allow Unit Inspections.** At least once a year, a DCA Representative will inspect the unit to make sure that it is in good condition. The landlord should correct any deficiencies as soon as they are discovered. DCA may defer rent increases, withhold payments, and/or terminate the HAP Contract if deficiencies are not corrected. Special inspections are any inspections that are not annually scheduled and/or are requested by the owner, tenants, DCA, or HUD.
4. **Comply with the Housing Assistance Payments Contract.** The landlord must comply with all terms of the HAP Contract. The landlord's major responsibilities under the HAP Contract are to:
 - o Renegotiate the lease with the tenant and DCA within the required time-frame;
 - o Provide the DCA Representative with a copy of eviction proceedings at the same time tenant is informed of eviction proceedings;
 - o Inform DCA immediately of any vacancy by Housing Choice Voucher tenants.

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Other Things To Know About The Program

Annual Review of Tenant, Lease, and Unit

Annually DCA will evaluate:

- Tenant income, family composition and eligibility;
- Proposed rent amount for next year; and
- Condition of property and level of maintenance.

A DCA Representative will contact the landlord before the anniversary date of the lease. It is important that both the landlord and the tenant respond immediately to this notice. If both the landlord and the tenant agree, after the unit has been inspected and any rent increase approved, the HAP Contract will continue. The landlord may refuse to continue the lease without good cause.

Eviction Procedures

If the landlord wishes to evict a tenant because of a lease violation, the landlord must follow standard procedures required by state and local law. A copy of the written notice of eviction must be sent to DCA.

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Advantages Of Leasing To A DCA Assisted Tenant

Timely Monthly Rent Payments

The monthly Housing Assistance Payment (HAP) checks are mailed the last business day of the month. Enrollment in the direct deposit program is mandatory. Should the family experience a loss of income, the Department of Community Affairs (DCA) will normally pick up the difference and may even pay the full contract rent directly to you. You don't have to worry about slow payments and returned checks.

Abundance of Participants

Participants to the Housing Choice Voucher Program are always actively looking for good landlords and quality units. You should never have low vacancy rates since there are plenty of participants to choose from. You can use your own selection criteria while remembering to stay within the fair housing guidelines. DCA strongly encourages our participants to provide prospective landlords with the names and telephone numbers of their present and previous landlords.

Minimal Paperwork

We recommend that you use your own lease, since it is tailored to your management requirements; however, the HAP Contract and Lease Addendum are prepared by DCA for you. You and the tenant must simply sign the forms to initiate payments.

Free Yearly Inspections

DCA inspects the dwelling unit prior to executing a HAP Contract. DCA will also inspect the unit annually thereafter. We perform emergency or complaint inspections if requested by either the participant or the landlord.

Free advertising

DCA maintains a list of all landlords with properties available to rent. This list is provided to participants and applicants in search of housing.

DCA pays market rents

DCA will pay what your rental unit is worth in comparison to other similar properties in the neighborhood. DCA conducts a Rent Reasonableness Survey at the time of the initial and annual inspection. We look for similar units in respect to location, quality, size, type, age, amenities, housing services and utilities provided.

Provide affordable housing to Georgia families

Help DCA provide safe, decent and affordable housing to over 16,000 Georgia families. You will have the satisfaction of knowing you are making a difference in your community.

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Glossary Of Common Terms Used In Subsidized Housing

FAIR MARKET RENT (FMR) - The rent limit published annually by HUD for the Housing Choice Voucher Program and includes utilities (except telephone), ranges and refrigerators and all maintenance, management and other services, which would be required to be paid in order to obtain privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Separate FMRs are established for dwelling units of varying sizes (number of bedrooms) and types. In the Housing Choice Voucher Program, it is used as a cap for the Payment Standard.

HEAD OF HOUSEHOLD. The person who assumes legal responsibility for the household and is listed on the application as head.

HOUSING AGENCY (HA). Any state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of housing for low-income families.

HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP Contract) - A written contract between DCA and the landlord for the purpose of providing housing assistance payments to the landlord on behalf of the family.

HOUSING CHOICE VOUCHER. A Rental Voucher issued by DCA under the Housing Choice Voucher Program, declaring a family to be eligible for participation in this program and stating the terms and conditions for such participation.

HUD - The U.S. Department of Housing and Urban Development or its designee.

LANDLORD - The owner of the property or a representative or managing agent, as designated by the owner.

LEASE - A written agreement between an owner and an eligible family for the leasing of a housing unit.

PAYMENT STANDARD - The amount used to calculate the housing assistance a family will receive in DCA's Housing Choice Voucher Program.

OWNER - Any person or entity having the legal right to lease housing.

PARTICIPANT - A family becomes a participant in DCA's Section Housing Choice Voucher Program when there is an effective HAP Contract between DCA and the owner on behalf of the family.

RENT TO OWNER - It is the total amount of rent payable to the owner by the family and DCA per month for an assisted unit.

SECURITY DEPOSIT - A dollar amount (maximum set according to the regulations) which can be used for unpaid rent or damages to the owner upon termination of the lease.

TENANT RENT - The portion of the monthly rent payable by the family to the owner.

TOTAL TENANT PAYMENT (TTP) - The total amount the tenant pays toward rent and utilities.

UNIT - Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from 0 bedrooms to 6 bedrooms.

UTILITY ALLOWANCE - The DCA estimate of the average monthly utility bills (except telephone) for an energy-conscious household. This estimate considers only utilities paid directly by the tenant. If all utilities are included in the rent, there is no utility allowance. Utility allowances vary by unit type and are listed on DCA's Utility Allowance Schedule.

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Compensation For Damage Claims/Vacancy Loss/Unpaid Rent

In 1995, HUD issued regulations which eliminated compensations for damage, vacancy loss, and unpaid rent claims. However, landlords who entered into a contract prior to October 1, 1995, and the contract is still active, may be entitled to a partial reimbursement for tenant damages, vacancy loss, and/or unpaid rent.

At the termination of the family's occupancy and prior to making any repairs the landlord should arrange for a DCA Representative to inspect the unit if the landlord wishes to file a claim. Contact the DCA Regional Office serving your area or refer to your HAP contract for additional information.

Landlords who entered into contract on or after October 1, 1995 are not eligible to request reimbursement for damages, vacancy loss, and/or unpaid rents from DCA. The regulations now allow the landlord to collect a security deposit amount greater than the amount previously allowed. The maximum security deposit amount may equal the sum total of two months rents, provided the amount requested from Housing Choice Voucher families is the same as the amount requested from unassisted families.

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