

SHELBY METROPOLITAN HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

The housing choice voucher program is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants are able to find their own housing, including single-family homes, townhouses and apartments. Assistance is based on the availability of funding.

The participant is free to choose any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects.

Housing choice vouchers are administered locally by the Shelby Metropolitan Housing Authority. SMHA receives federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program. A family that is issued a housing voucher is responsible for finding a suitable housing unit of the family's choice where the owner agrees to rent under the program. This unit may include the family's present residence. Rental units must meet minimum standards of health and safety, as determined by the Shelby Metropolitan Housing Authority.

A housing subsidy is paid to the property owner directly by the PHA on behalf of the participating family. The family then pays the difference between the actual rent charged by the property owner and the amount subsidized by the program.

The Section 8 Program allows families to live in houses and apartments that are privately owned. Rents are based on comparable units in the county, with amenities and utilities taken into account. This is accomplished through a contract between the Authority and the owner which subsidizes the rent that the Section 8 tenant pays.

Families, elderly, disabled/handicapped people and single people may be eligible for housing. Families under the Section 8 Program are also eligible to participate in the Family Self-Sufficiency Program.

The Housing Assistance Program (HAP) prohibits discrimination against any person based on race, color, religion, sex, handicap, familial status, or national origin.

If you are interested in applying for a voucher, contact the Shelby Metropolitan Housing Authority at (937) 498-9898 or obtain the application at our office located at: 706 N. Wagner Avenue, Sidney, OH 45365. If you are a landlord and interested in listing your unit(s) for rent on the Section 8 program, please see the "landlord" link to GO Section 8 included on the Links page of this Web site. If you are a tenant looking for landlord listings, please see the "families" link to GO Section 8 included on the Links page of this Web site.

Eligibility

Eligibility for a housing voucher is determined by the Shelby Metropolitan Housing Authority based on the total annual gross income and family size and is limited to US citizens and specified categories of non-citizens who have eligible immigration status. In general, the family's income may not exceed 50% of the median income for the county or metropolitan area in which the family chooses to live. By law, SMHA must provide 75 percent of its voucher to applicants whose incomes do not exceed 30 percent of the area median income. Median income levels are published by HUD and vary by location. SMHA can provide you with the income limits for your area and family size.

If the SMHA determines that your family is eligible, we will put your name on a waiting list. Once your name is reached on the waiting list, SMHA will contact you to schedule a briefing.

During the briefing process, SMHA will collect information on family income, assets, and family composition. SMHA will then verify this information with other local agencies, your employer and bank, and will use the information to determine program eligibility and the amount of the housing assistance payment.

How Housing Choice Vouchers Function

The housing choice voucher program places the choice of housing in the hands of the individual family. Once a very low-income family is selected by the Shelby Metropolitan Housing Authority to participate in the program they are encouraged to consider several housing choices to secure the best housing for their specific family needs. A housing voucher holder is advised of the unit size for which they are eligible based on family size and composition. The housing unit selected by the family must meet an acceptable level of health and safety before SMHA can approve the unit. When the voucher holder finds a unit they wish to occupy and reaches an agreement with the property owner over the lease terms, SMHA must inspect the dwelling and determine that the rent requested is reasonable.

Shelby Metropolitan Housing Authority determines a payment standard that is the amount generally needed to rent a moderately priced dwelling unit in the local housing market and that is used to calculate the amount of housing assistance a family will receive. However, the payment standard does not limit and does not affect the amount of rent a property owner may charge or the family may pay. A family, which receives a housing voucher, can select a unit with a rent that is below or above the payment standard. The housing voucher family must pay 30% of its monthly-adjusted gross income for rent and utilities, and if the unit rent is greater than the payment standard the family is required to pay the additional amount. By law, whenever a family moves to a new unit where the rent exceeds the payment standard, the family may not pay more than 40 percent of its adjusted monthly income for rent.

Housing Choice Voucher Program – Tenant Responsibilities

Listed below are some of the family responsibilities required of families participating in the Housing Choice Voucher Program. Failure to abide by these obligations, either by the head of household or any other family member, could lead to the termination of your housing assistance. Please read carefully, if you do not understand any of the family's obligations **ASK** your SMHA caseworker.

1. Comply with all program rules and regulations and all family obligations.
2. Provide complete and accurate information to SMHA.
 - *Including any information that the PHA or HUD determines necessary in the administration of the program, including citizenship or eligible immigration status.
 - *Including information as requested for regular or interim reexamination of family income.
 - *Including Social Security Numbers and signed consent forms for obtaining and verifying information.
 - *You must promptly inform SMHA and the owner of any change in the household composition and obtaining SMHA and owner approval to add a family member by any means other than birth, adoption, or court awarded custody of a child.
3. Sign and submit consent forms for obtaining information.
4. Find a suitable place to live that meets Housing Quality Standards.
5. Attend all scheduled appointments.
6. Allow SMHA to inspect the unit.
7. Allow landlord to enter assisted unit to complete necessary repairs.
8. Comply with terms of the lease with owner and HUD's tenancy addendum.
9. Pay rent on time and utilities you're responsible for in service.
10. Report maintenance problems in a timely manner.
11. Not commit any serious or repeated violations of the lease.
 - *You must not commit any serious or repeated violation of the lease such as: failure to pay your rent on time, failing to maintain the unit under sanitary conditions, failure to pay your utilities, failure to let the landlord in to make necessary repairs to your unit, failing to fix any damages in the unit caused by the family, etc.

Housing Choice Voucher Program – Tenant Responsibilities (Continued)

- *You must not engage in drug related criminal activity, pattern criminal activity (violent or non-violent), violent criminal activity, or engaging in the abuse of alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of other residents, and persons residing in the immediate vicinity of the premises.
 - *You or any member of your household must not commit a felony.
12. You must provide SMHA and the owner with WRITTEN 30-Day Notice of Intent to Vacate before moving or terminating lease, as outlined in the lease, with the owner.

Tenant Property Owners

Housing Choice Voucher Program – Landlord Issues and Concerns - We hope as many landlords as possible will find these resources helpful in promoting their vacant units and achieving full occupancy as well.

Rent Issues:

Q: *Why does SMHA pay all the rent for some families and very little on others?*

A: Amount paid depends on the income and composition of the family, applicable income deductions, and rent/utility amounts.

Q: *How do I know what rent to ask?*

A: You would ask the same rent as you would if the unit were unassisted. It is against HUD regulations to inflate the rent because the owner is putting the unit “on Metro”. If, as a landlord you are unsure of what rent to ask, check other similar units in the area, and ask a comparable rent that is reasonable.

Q: *Why did SMHA ask me to lower a rent?*

A: If we ask you to lower a rent, most often the reason is that the rent is too high for the selected family. At lease-up HUD prohibits us from leasing a unit where the family will pay more than 40% of their income toward rent and utilities. This is called the 40% Tenant Rent Burden Rule. Rather than rejecting your unit outright, the occupancy person handling your unit will always see if you are willing to lower the rent a certain amount. As a landlord you have the option to accept or reject. We want you to have that decision.

Q: *What happens to the family if I won't lower the rent?*

A: The unit in question is voided for that family, and you have the option to select another. The rejected family can search for another unit, if they have search time on their voucher.

Q: *If we can't agree on a rent, can't I as a landlord just charge the tenant more “on the side”?*

A: NO. HUD has strict regulations on this issue, and is explicit in telling the housing authority that we should terminate the HAP Contract where this practice is going on. If SMHA and the landlord cannot negotiate a rent that works for all parties, we will have to agree that the unit in question cannot work on the Section 8 program.

Q: *Are some rents too high for the Section 8 program?*

A: They can be. Rents on the Section 8 program are affected by the Payment Standard, a figure that represents average rent for a unit in our area. We use the Payment Standard to calculate the maximum subsidy for a family. If the unit rent is significantly over the Payment Standard, the family will have to pay that “overage”, and the unit will be too expensive for them even with our help. The Section 8 program is designed to work with average rent units.

Q: *Suppose I want to increase the rent?*

A: Rent can be increased after the first year of the lease. The lease is binding for tenant and landlord for the first year, and once set, the rent cannot be changed during that year. After that time, however, the owner can increase the rent a reasonable amount in line with comparable units. The tenant must have a 60-Day notice of the increase.

Rent Issues: (continued)

Q: *In the event of the increase, can I make sure that SMHA, and not the tenant, covers it?*

A: The rent calculation that we do dictates who (SMHA, tenant, or both) will cover the increase. This depends on a number of factors.

Housing Assistance Payment (HAP) Issues:

Q: *Once a unit is on the program, how soon will I receive my HAP check?*

A: As soon as the leases and HAP Contract are signed by all parties, a check from the Housing Assistance Payment is cut, and sent to you. Generally, you will receive the check in three to six days after signing is complete.

Q: *Why would the amount of the HAP check change?*

A: Changes to the family's income or composition could cause a recalculation of assistance to be done. SMHA calls this an interim change. Annually SMHA is required to re-verify the family's income and composition and to re-inspect the unit even if there have been no interim changes. This process is called recertification. At this time the HAP amount may change because of family income or composition changes, payment standard changes, or rent/utility adjustments. Any time there is a change in the amount of HAP, both the family and owner are notified of the old and new amounts, and the effective date of change.

Lease Issues:

Q: *What about security deposits?*

A: You may collect a security deposit in the same manner and amount as you would for an unassisted tenant. Unfortunately, we DO NOT have funds to help families with security deposits, and sometimes families have trouble coming up with the money. In some cases, we know landlords have allowed a family to make payments on the deposit after move-in, but that is strictly up to the landlord. At move-out the security deposit is subject to provisions or Ohio Tenant-Landlord law, just as with an unassisted tenant.

Q: *What happens if a tenant damages a unit?*

A: While a family is under lease, they are responsible for keeping the unit in good condition, understanding that any unit will show some normal wear-and-tear. Landlords are NOT responsible for tenant-caused damage that causes a unit to fail HQS inspection, and this includes shut-off utilities that are tenant responsibility. At move-out, damage beyond normal wear-and-tear is treated in the same way as an unassisted unit; that is, the security deposit is applied to the damages. If damages exceed the deposit, the tenant owes the landlord. If SMHA is moving the tenant to another assisted unit, we will decline to lease the tenant up at another unit, if there are undisputed damage amounts owed to the landlord of the original unit.

Q: *When is the lease terminated?*

A: The two lease documents, Resident Lease and HUD Lease Addendum, are documents between the tenant family and owner. The lease is binding for the first year unless landlord and tenant voluntarily agree to sign a "mutual rescission" of the lease. After the first year, the lease continues on a month-to-month basis, and either party can end the lease with a 30-Day notice to the other. Of course, the landlord always has the right to evict for lease violations.

Q: *What about pets?*

A: This is much the same as an unassisted lease. You reserve the right to decide if your tenant may keep pets.

Lease Issues: (continued)

Q. *A tenant on the program wants to move, but owes the landlord back rent. How is this handled?*

A. If the tenant family intends to move with assistance and SMHA knows that undisputed rent is owing, we will decline to execute a new lease and contract until the family has paid the owed rent, unless the back rent was incurred before the unit was assisted by SMHA.

Family Eligibility Issues:

Q: *What happens if the renting family's income exceeds the income eligibility level?*

A: If a family's income goes up enough that they are paying all the rent, and SMHA is paying none (\$0.00 HAP), the family will remain on the program for six months (according to the HAP Contract). After that, they drop off our program and the HAP Contract automatically ends, but they may continue to live in your unit under lease with you, continuing to pay all the rent. Often families' income goes up and down, because of lay-offs, etc. so they may pay all the rent for several months, but then have an income drop to where we start paying part of the rent again.

Q: *What happens if you kick a tenant off the program?*

A: The term is "termination". We may terminate a family for failure to fulfill their Family Obligations, for fraud, or for crimes involving drugs or violent criminal activity. In cases where we terminate, we forward tenant correspondence to the landlord, so you are informed of the situation. Families have a right to dispute a termination. If successfully terminated, the HAP Contract ends. The owner may continue the lease, or ask the family to move, or may have to evict the family.

Q: *Can a tenant decide to quit the program?*

A: Yes. The action is called a "no longer desire assistance", and SMHA asks the family to complete paperwork in our office informing us of the expected date of withdrawal. We can then notify the owner of the date the assistance will end. The owner can continue to rent to that tenant with the tenant paying all the rent. SMHA's assistance will end.

Q: *Is there a "time limit" on the assistance?*

A: There is no time limit. Other factors have the effect of ending assistance, such as an increase in the family income to where they can pay all their rent; the family leaving the program voluntarily or moving; or owner or SMHA ending the HAP Contract. Some of our fixed income families have been on our assistance for years, in the same unit. Others families need our assistance for a much shorter time.

Housing Quality Standards (HQS) Issues:

Q: *The SMHA Inspector has given the owner 30 days to make needed repairs, but I need more time. What to do?*

A: An owner can ask the inspector for an extension for legitimate reasons, such as backordered items, or waiting for contracted repairs. It is the discretion of the inspector to grant extensions. If the unit is not yet under contract, the HAP Contract cannot be executed (and HAP Payments started) until the unit passes inspection.

Q: *What about exterior paint that is cited for repair in the winter months?*

A: The inspector may grant a paint waiver until June 15 of the next spring to complete exterior paintwork. In that case the HAP Contract can be executed with all fail items repaired except exterior paint. The paint must then be repaired by the June 15th date to keep the HAP Contract in force.

*****THIS APPLIES ONLY TO EXISTING UNITS, ANNUAL INSPECTIONS*****

Housing Quality Standards (HQS) Issues: (continued)

Q: *Does SMHA check for lead-based paint?*

A: SMHA has some regulations that apply to pre-1978 units. See section on Lead Paint on Section 8 Housing.

Other Owner Issues:

Q: Occasionally I see a newspaper ad that advertises a “Metro-approved unit”. What is this?

A: No unit is “Metro-approved” until we approve it for your chosen tenant. If that tenant moves, SMHA will inspect again for the new tenant. The advertiser probably means that he will accept a SMHA Voucher Holder, and perhaps the unit has passed an inspection in the past, but a better ad term would be “Accepts SMHA Vouchers”.

Q: Does Ohio Tenant-Landlord Law apply to the Section 8 program?

A: Yes, it will apply as it would in a non-program unit. The lease is between you and the tenant, subject to tenant-landlord law provisions, and the litigation actions of court.

Q: Why does SMHA need my Social Security Number?

A: We are required to get a SSN or a Federal Identification Number (FID) in order to make HAP Payments.

Landlord Tips

Program Purpose: The Housing Choice Voucher program is designed to assist eligible families with rent so that can afford decent, safe and sanitary housing. *It is the Landlord's responsibility to collect the tenants share of the rent and to enforce the lease.*

"Top Ten" for Successful Property Management

1. **Before you rent, check credit history, references, and background.** Learn what type of tenant you are renting to before you offer a lease! Once they are in your unit, you will have to evict or wait for the end of the lease term to remove a bad tenant, putting your investment at risk. Checking these items may take a little time and cost a few bucks, but isn't a few dollars upfront worth saving potentially thousands in repairs and missed rental payments?
2. **Put it in writing.** Keep good written records of all your transactions and dealings with your tenants. The first place to start is your rental application and lease, which should lay out the important terms of your rental agreement with the tenant. Also document tenant complaints and your response to those complaints, as well as any agreements you may make that are not listed in the lease. If there is a disagreement, a written document can be extremely valuable in a court dispute.
3. **Collect a security deposit.** You are agreeing to rent a piece of property to someone. A good way of ensuring that the tenant has a stake in the maintenance of your property is by requiring a security deposit. For damages to your unit beyond normal wear and for missed rent payments, the security deposit provides you with some protection against financial loss. If a tenant cannot pay a security deposit, there are assistance programs that may be available to help that household. You may also choose to allow the tenant to make payments towards the security deposit, rather than requiring the money at lease signing, but you should collect and hold the deposit. Also, do not allow the tenant to convince you to use the deposit to pay for repairs or late rents while they still occupy the unit, or you run the risk of having no deposit left when the tenancy ends.
4. **Respect the privacy of your tenants.** Remember, you have agreed to rent your tenants a home. In their minds, your rental unit has become their castle. Respect that point of view by providing as much advance notice as possible when you or workers need to enter a unit for inspections or repairs. Failure to do so may alienate your tenant and even lead to claims of harassment, trespassing, invasion of privacy or even theft. Even if you give notice properly, a nice gesture is to bring along a note describing what was done while you were there, the times you were in the unit, and whether the job task is completed or will require further visits.
5. **Make repairs promptly and keep up with regular maintenance.** Making property maintenance a priority will cost money, but will save you money and aggravation later on by stopping problems before they happen or before they become a crisis. For example, an investment of \$70 - 100 for furnace servicing at the start of winter may save you calls in the middle of a winter weekend night from a tenant with a furnace that won't light. Keeping a property in good repair allows you to justify higher rents, attracts better tenants, and provides some protection from legal action.
6. **Purchase enough and appropriate liability and other property insurance.** Make sure that your investment is protected from loss caused by physical damage to the unit through storms, fire and criminal act, as well as personal injury and discrimination. Insurance protection should be a key part of your property management strategy.
7. **Hire employees carefully.** If you hire a property manager, maintenance or other employees, do background checks and use a well-written job description and training to ensure that your property and practices are followed. A person who commits a crime while in your employment may make you financially responsible for damages.
8. **Protect your property from crime.** No defense is fool-proof, but efforts to prevent your tenants and property from being victimized by criminals will help defend you in case you are held liable for a criminal act. Activities can be as simple as having working locks in good order on doors and windows, pruning vegetation that may hide intruders, as well as contracting with private security and/or local law enforcement to provide extra patrols.
9. **Address hazards in the home, such as lead.** Health Department and HUD are both making greater efforts to make homes safer from hazards such as lead. Health Departments are expanding test for children to detect lead poisoning, and HUD has a goal of eliminating housing as a source of lead poisoning in America. Follow appropriate disclosure requirements for rental properties and take appropriate measure in dealing with lead, carbon monoxide and other home hazards.
10. **Talk to your tenants.** Before problems become a conflict involving lawyers and courts, attempt to discuss these issues with your tenant. If the problem can be solved informally, you may avoid being sued, or you may be able to get the tenant to change a behavior before it becomes an issue for eviction. Again, document what you discuss and agree to in case the problem re-surfaces, but attempting to resolve a problem informally may save you money.

Fair Housing

Fair Housing Law

Title VI of the Civil Rights Act of 1964,
Title VII (Fair Housing Act of 1988) and
Chapter 4112 of the Ohio Revised Code prohibits discrimination in housing.

- ❖ *The Fair Housing Act prohibits discrimination in housing because of:*
 - Race or color
 - National Origin
 - Religion
 - Sex
 - Familial Status (including children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18)
 - Handicap (mental or physical)
 - Military Status
 - Ancestry
- ❖ *In the Sale and Rental of Housing: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status, handicap or ancestry:*
 - Refuse to rent or sell housing
 - Refuse to negotiate for housing
 - Deny a dwelling
 - Set different terms, conditions or privileges for sale or rental of a dwelling
 - Provide different housing services or facilities
 - Falsely deny that housing is available for inspection sale or rental
 - Persuade owners to sell or rent (block busting) or
 - Deny anyone access to or membership in a facility or service (such as multiple listing service) related to the sale or rental of housing
- ❖ *In Addition: It is illegal for anyone to:*
 - Threaten, coerce, intimidate, or interfere with anyone exercising a fair housing right or assisting others who exercise that right based on national origin, religion, sex familial status, handicap, or ancestry.
- ❖ *Some examples of illegal housing discrimination?*
 - Refusing to rent to a family with children. (Unless housing is specifically and exclusively designated for older persons.)
 - Restricting families with children to certain buildings or floors.
 - Requiring families with children (or any protected group) to pay higher deposits. (Owner is allowed to charge a separate security deposit for pets.)
 - Steering African Americans (or any protected group) to certain parts of a community.
 - Stating that a unit is not available when it is.
 - Refusing to make loans in certain neighborhoods.
 - Suggesting that a person can pay for their deposit with sexual favors.
 - Asking a person with a disability if they really are allowed to live on their own.
 - Refusing to allow a person who is visually impaired to move into a unit with their assisted animal.
 - Building a large, new apartment building that has no accessible units.
 - Advertising a unit using terms like: Christian couple wanted; adults only or ideal for one person.
- ❖ *Why is it important to fight discrimination?*

When acts of illegal housing discrimination are allowed to occur or continue in a community there are many consequences. Housing discrimination tears at the fabric of a community and encourages an environment where disputes escalate. Unchecked, housing discrimination encourages the racism and bigotry that fuel these actions. Acts of housing discrimination that go unchallenged

Fair Housing (continued)

send a message of apathy throughout a community and result in reduced efforts to seek help when it is needed. Housing discrimination leads to segregated neighborhoods and feeds the stereotypes that form the basis for discrimination. Where discrimination flourishes so does a lack of respect for all cultures. Housing discrimination works to perpetuate other housing problems, such as tight housing markets, substandard housing and homelessness.

❖ **What information may a landlord legally obtain on a rental application?**

- Names, relationship, gender, social security number and date of birth of all persons who will be residing in the unit
- Applicants name, current address and telephone number
- Questions regarding the employment and all income sources of the potential tenant
- Information regarding bank accounts
- Previous addresses including previous landlords and how to contact them
- Whether applicant is applying for a handicap accessible rental unit
- Personal references (character) and emergency contact information
- Whether applicant is willing to comply with all of the buildings rules regarding such things as pets, smoking and general policies of cleanliness
- The landlord may ask if a prospective tenant has ever been convicted of the illegal manufacture or distribution of a controlled substance or if the prospective tenant currently uses drugs illegally.
- A tenant may also be asked if their tenancy would pose a direct threat to the health and safety of other people currently residing in any adjacent units or in the neighborhood.
- If the tenant is applying for housing designed or designated for people with a particular disability, it is legal to ask if the applicant qualifies for that type of housing.
- Landlords can check your previous credit history and obtain a Credit Report.

❖ **As a landlord can you legally reject a prospective tenant?**

Yes – In two situations.

1. The landlord may reject an application from a prospective tenant if it can be documented that the applicant cannot meet the obligations that apply to all tenants, such as being able to pay the rent and complying with reasonable rules and regulations. Such a rejection must be based on concrete evidence. For example, if a prospective tenant needs a certain amount of take-home pay to afford the monthly rent and the documented earnings information shows that the prospective tenant's salary is too low, the landlord can reject the application. Another valid reason would be if the prospective tenant's most recent or previous landlord reported that the tenant ignored reasonable building rules and refused to discuss and/or comply with the landlord's request to do so.
2. The landlord may reject a prospective tenant's application if it can be substantiated with written documentation that the health and/or safety of other individuals could be threatened by the prospective tenant's occupancy. Again, the landlord has to have objective evidence, recent enough to be credible, in order to make such a claim and reject the application.

It is also unlawful for a landlord to impose terms and/or conditions in the rental of a dwelling unit, or in the provision of benefits and services to the dwelling unit that are not imposed on other tenants.

As a landlord, under the FHA, a tenant's request for reasonable accommodation in the rental of a dwelling unit must be given careful consideration and be accommodated whenever possible.

❖ **What information may a landlord legally obtain on a rental application? (continued)**

❖ Who must comply with the Fair Housing Act?

Property owners, landlords, housing managers, real estate agents, brokerage service agencies and banks have to comply. The FHA covers both privately owned housing and housing subsidized by federal funds, such as low-income public housing and the Section 8 program.

The FHA does not cover landlords who live in their own buildings if the building has four or fewer apartments.

o **Tenant - Landlord Facts & Responsibilities**

The Ohio Tenant-Landlord Bill, effective November 4, 1974, applies to most landlord-tenant relations and governs most rental agreements whether oral or written. None of the rights, remedies or obligations which the tenant or the landlord have under this law may be taken away by any written or oral agreement.

The Ohio Tenant-Landlord law does not apply to condominiums, prisons, jails, workhouses, halfway houses, hospitals, resident homes, agricultural labor camps, tourist homes, hotels, motels, some boarding schools, dormitories, or courts. Ohio does have a law (Chapter 3733, Ohio Revised Code) which outlines responsibilities and rights of Trailer Park operators and tenants.

Landlord' Responsibilities

The landlord must: (Sec. 5321.04(A), Ohio Revised Code)

1. Comply with the requirements of any building, housing, health or safety codes which materially effect health and safety.
2. Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition.
3. Keep the common areas of the premises (including walks, etc.) safe and sanitary.
4. Provide trash and waste receptacles, if there are four or more apartments in the building and arrange for their removal.
5. Supply running water, a reasonable amount of hot water, and reasonable heat at all times, except where there is a direct utility hook-up that the tenant controls.
6. Give the tenant reasonable notice of his intent to enter into a tenant's apartment and enter only at reasonable times, except in case of emergency.
7. Provide the tenant with the name and address of the owner and his agent, if any, in writing, at the beginning of the tenancy. If written lease, the owner's name and address must be in the lease.
8. Keep all electrical, plumbing, heating, ventilating, and air conditioning fixtures and appliances and elevators in good and safe working condition, when these things are supplied or required to be supplied by the landlord.
9. Not harass the tenant by unreasonable or repeated demands to enter the tenant's apartment. If the landlord or his agent enters without the tenant's permission or repeatedly demands entry, the tenant can recover actual damages resulting from the landlord's entering.

❖ **Tenant's Responsibilities**

The tenant must: (Sec. 5321.05(A), Ohio Revised Code)

1. Keep the part of the premises that he occupies and uses safe and sanitary.
2. Dispose of trash and garbage in a clean, safe and sanitary manner.
3. Use and operate all electrical and plumbing fixtures properly.

Landlord' Responsibilities (continued)

4. Comply with the requirements imposed on tenants by the applicable housing, health and safety codes.
5. Allow the landlord or his agent to enter his or her apartment for inspection to see what repairs are needed or to make repairs or improvements at reasonable times, if the landlord or his agent has given reasonable notice.
6. Not intentionally or negligently destroy, damage, deface property or remove any plumbing fixture or appliance from the premises, and forbid any of his guests from doing the same.
7. Act in a manner that will not disturb his neighbor's peaceful enjoyment of the premises.

Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by the landlord and required to be maintained by the tenant under the terms and conditions or a written rental agreement.

If the tenant violates any provision of the above responsibilities, the landlord may recover any actual damages which result from the violation together with reasonable attorneys fees, termination of the rental agreement, or other necessary actions.

❖ **Housing Choice Voucher Program - Housing Quality Standards Guidelines**

Having a good place to live is important. SMHA and the Section 8 Housing Choice Voucher Program will help you with this process. You are free to choose any house or apartment you like, as long as it meets program requirements for quality.

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 alright. 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.

❖ **Security Deposits Return Requirements**

At the end of the lease or rental agreement, the landlord must return the deposit within thirty days after the tenant moves. Before the tenant moves, he/she must leave a forwarding address in writing with the landlord. Any past due rent or damages the tenant caused may be withheld from the deposit. The landlord must itemize each deduction in a written notice sent to the tenant.

- If the landlord requires a security deposit in excess of one month's rent and also in excess of \$50.00, the landlord must pay 5% interest annually on the excess. Example: If the rent is \$150.00 and the security deposit is \$200.00 the landlord must pay 5% interest per annum on the \$50.00 difference between actual rent and security deposit. A landlord does not have to pay interest on the security deposit if the tenant lives in the unit less than 6 months. (Sec. 5321.16, Ohio Revised Code).
- Rent Depositing - Legal Rent Withholding For Repair (Sec. 5321.07 - 5321.10, Ohio Revised Code)
If the tenant reasonably believes that the landlord has not fulfilled his duties, or that the premises have code violations affecting the health and safety of occupants, the tenant may take the following action:
- Notify the landlord about conditions and request that they be corrected. The written notice (or letter) must be sent to the person or place where the tenant usually pays rent, if the landlord has given the required notice of his name and address. Send the notice by certified letter, return receipt requested. Keep a copy of the letter.
- If the landlord fails to correct the condition within a reasonable time (30 days maximum, depending on the urgency of the situation) and if the tenant is not delinquent in rent payments, the tenant may:
- Deposit all rent with the Clerk of the Municipal Court. Tenant does not need an attorney, and there is no filing fee.
- File a law suit requesting a rent reduction until the necessary repairs are made (and may ask the Court's permission to use with the held rent to make repairs).
-

• **Security Deposits Return Requirements (continued)**

- Terminate the lease or rental agreement.

Note: the tenant must be current in rent for legal remedies to apply.

It is important to note that these actions cannot be taken against a landlord with three or fewer actually rented dwelling units, who informs the tenant in writing of the fact at the time they make the rental agreement. Landlord's Response to Rent Withholding (Sec.5321.09, Ohio Revised Code).

Any landlord who receives a notice that a tenant's rent has been deposited with the Clerk of Courts may request the Clerk of Courts to release the rent on the grounds that the conditions for which the tenant withheld rent have been remedied or repaired. The Clerk will immediately release the rent, less costs, to the landlord if the tenant gives written notice that the condition has been remedied. The landlord may apply to the Court to release the rent on the grounds that:

The tenant was delinquent in rent payments at the time the tenant deposited rent with the Clerk of Courts.

He did not violate any of the responsibilities imposed upon him by rental agreement, or by any of the building, housing, health or safety codes, or that the condition the tenant describes in the notice has been remedied or repaired.

If the Court finds that the landlord did not violate any responsibilities imposed upon him, or that the condition the tenant complained about has been repaired or remedied, or that the tenant did not give notice correctly, or that the tenant was delinquent in his or her rent at the time the rent was deposited with the Clerk of Courts, the Court will order the release of the rent to the landlord.

Additional Housing Choice Voucher Program - Housing Quality Standards Guidelines

- ❖ Lockouts & Utility Shutoff

The landlord may not move a tenant's furniture from his apartment, lock him out, or threaten any unlawful act including utility shut-off to get him to move. If this happens, the tenant may recover all his damages and reasonable attorney fees. The landlord can only evict and seize tenant's property after a court hearing and obtaining a lawful court order. (Sec. 5321.15, Ohio Revised Code).Eviction (Sec. 1923, Ohio Revised Code)

- ❖ A landlord may evict a tenant if:

- The tenant is delinquent in rental payments
- The tenant caused severe damages
- Required repairs are so large that the tenant must move out
- The rental agreement has expired

- ❖ Eviction Process:

- Step I - A landlord or owner wishing to evict a tenant must notify the tenant to leave the premises three days or more before beginning any court action. The landlord must hand a written copy of the notice to the tenant in person, or leave the notice at the tenant's residence. The tenant must be advised that he/she may need legal assistance. Every notice given under this section by a landlord to recover residential premises shall contain the following language printed or written in a conspicuous manner: "You are being asked to leave the premises. If you do not leave, an eviction action may be initiated against you. If you are in doubt regarding your legal rights and obligations as a tenant, it is recommended that you seek legal assistance."
- Step II - If the tenant does not vacate the premises then the landlord must file a complaint at Municipal Court called a "Forcible Entry and Detainer Notice."
- Step III - The tenant receives a court summons at least (5) days before the hearing. Both parties may need an attorney.
- Step IV - The Court hearing is held and a judge decides the case.

❖ **Fair Housing Help:**

If you have questions regarding fair housing or tenant-landlord issues do not hesitate to contact the agencies responsible for handling these questions:

Donald B. Eager & Associates
THE Fair Housing Consultants
2102 Scenic Drive NE
Lancaster, Ohio 43130
Telephone: (740) 653-2498
www.dbeager.com

The Ohio Civil Rights Commission
111 East Broad St. Suite # 301
Columbus, OH 43205
1-888-278-7101

**U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Room 5204
Washington, D.C. 20410-2000**

**United States Department of Housing &
Urban Development (HUD)**
Housing Discrimination Hotline
1-800-669-9777
1-800-927-9275 (toll free TDD number)

SMHA is committed to providing equal housing and employment opportunities without regard to age, gender, race, color, creed, familial status, disability or national origin.

Housing Choice Voucher Program - Waiting List



Frequently Asked Questions - After we receive your completed preliminary application, you are then placed on the waiting list.

Q: *How long is the waiting list?*

A: The length of the waiting list will vary. New clients can only be assisted when current clients leave the rental assistance program, or if SMHA receives new funding. The number of clients leaving the program each month will vary. A definitive answer cannot be given as to the length of time you may wait. At this time, the expected wait for assistance is more than 1 year.

Q: *How will I know my position on the waiting list?*

A: SMHA can only verify the date you applied. We will also let you know the month and year we are currently working on for the waiting list.

Q: *Does SMHA offer Emergency Housing?*

A: No. The Section 8 program is not designed as an emergency intervention program. Each applicant must be placed on the waiting list according to date and time of receipt of an application. Sometimes emergency help can be provided by other agencies in the community based on your specific circumstances.

Q: *What is Gross Income?*

A: Gross income is the total personal income before taxes or deductions.

Q: *Does SMHA have any preferences?*

A: Yes. SMHA has a veteran preference. In order to receive a veteran preference, at the time you apply, you must submit a copy of the veteran's DD214 (discharge papers) stating an honorable, general under honorable conditions or general discharge.

Housing Choice Voucher Program - Waiting List- Frequently Asked Questions (continued)

Q: *Who would qualify as a veteran?*

A: *Veteran: a person who has served in the active military or naval service of the United States and

who was discharged or released under conditions other than dishonorable.

*Serviceman: a person serving in the active military or naval service of the United States.

*Family of a veteran or service member: Family of a veteran or service member. Please contact SMHA for detailed information prior to completing your application. Proof of relationship must be supplied upon receipt of your application.

Q: Does SMHA find my housing?

A: No. All applicants are waiting for funding, not housing. SMHA does not own or manage any rental properties. SMHA does however maintain a list of available housing and property owners who may possibly have housing available. Please stop by our office during normal business hours to obtain a listing.

Q: If I find a house “Metro Approved” will I be moved up higher on the list?

A: No. You are placed on the wait list by date, time, and preference points.

Q: How will I be notified?

A: You will be notified by **mail** when your name has reached the top of the list.

Q: What if my living situation changes while I am on the waiting list?

A: It is important that you report any and all changes in your household including: change of **address**, household composition and income. Please report any changes to SMHA **in writing** while you are on the waiting list.

NOTICE:

Once a year the Shelby Metropolitan Housing Authority will purge the waiting list. All applicants are sent a letter that you are required to respond in order to remain on the waiting list. Those who do not return the letter will have their application terminated. If the letter is not returned, you will need to start the entire process over again.

Contact us with your questions or concerns at:

Executive Director – Judith J. Wells

Telephone – (937) 498-9898

Fax – (937) 498-4946

Email – j_wells@embarqmail.com

Shelby Metropolitan Housing Authority

706 N. Wagner Avenue

Sidney, Ohio 45365



The Shelby Metropolitan Housing Authority serves the community by helping people access affordable housing. By working with our collaborative partners, we develop, renovate and maintain housing, promote neighborhood revitalization, and assist residents in accessing needed social services.

SMHA LOGO

PROPERTY OWNER CHANGE OF ADDRESS

Property Owner Name: _____

Current Mailing Address: _____

Effective Date: _____

New Mailing Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Please return to our office. You may drop it off in person, fax, or email. Thank you.

706 N. Wagner Avenue

Sidney, OH 45365

(937) 498-9898

(937) 4946-Fax

j_wells@embarqmail.com

An Equal Housing Opportunity Agency

