



Rhode Island Housing
working together to bring you home

OWNER'S GUIDE

FOR HOUSING CHOICE VOUCHER PROGRAM PARTICIPATION

Thank you for your interest in participating in the Housing Choice Voucher Program (HCVP).

The Housing Choice Voucher Program (HCVP) is a federally-funded program administered by Rhode Island Housing. Its purpose is to provide housing assistance to eligible families.

The program helps families obtain safe, healthy homes by subsidizing a portion of each tenant's monthly rent and paying it directly and promptly to the property owner.

Paperwork is minimal and the owner retains normal management rights and responsibilities, including tenant selection, rent collection, property maintenance and lease termination.

Please read this guidebook, designed as a simple reference, for information on being a landlord for a HCVP tenant. The guidebook covers the most common areas of interest to owners, but it is not intended to cover all areas of renting to HCVP participants.

Should you have any additional questions, please contact Claribel Shavers, HCVP Supervisor, at 401 457-1157.

PLEASE KEEP THIS GUIDE FOR FUTURE REFERENCE

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The Housing Choice Voucher Program (HCVP) is a federally-funded program administered by Rhode Island Housing. Its purpose is to provide housing assistance to eligible families. The program enables families to obtain safe, healthy homes by subsidizing a portion of each tenant’s monthly rent and paying it directly and promptly to the property owner. **Paperwork is minimal and the owner retains normal management rights and responsibilities including tenant selection, rent collection, property maintenance and lease termination.**

WHO PARTICIPATES IN THE VOUCHER PROGRAM?

The Voucher Program assists eligible families. A participating family may choose to remain in its current unit or move to another unit within Rhode Island Housing’s jurisdiction.

WHAT AREAS FALL UNDER RHODE ISLAND HOUSING’S JURISDICTION?

Rhode Island Housing’s jurisdiction includes:

Barrington	Block Island	Charlestown	Cumberland **
Exeter	Foster	Glocester **	Hopkinton
Jamestown **	Little Compton	Middletown	Narragansett **
Newport **	North Kingstown	North Smithfield	Portsmouth **
Providence **	Richmond	Scituate **	South Kingstown **
West Greenwich			

** Rhode Island Housing handles moves in these areas, but they are not technically part of its jurisdiction.

If the rental unit is located outside of these areas, owners should contact the housing authority for the area where the unit is located about requirements and deadlines, etc.

IS THERE A MAXIMUM RENT LIMIT IN THE VOUCHER PROGRAM?

An owner is expected to charge a reasonable market rent for the unit based upon its size, location, and amenities. Rhode Island Housing will not advise a landlord on how much to charge for rent.

Amenities are additional items provided by the owner such as assigned parking, washer/dryer, air conditioning, etc. While an owner can charge additional amounts for these items, **failure by the tenant to pay for these amenities is not grounds for termination of the tenancy.** Disputes of this nature must be settled in Small Claims Court or through a civil court action like any other monetary dispute or by bringing an

action in the local district court by filling out and submitting a Landlord-Tenant Complaint form

HOW IS RENTAL ASSISTANCE PROVIDED?

Rhode Island Housing calculates the amount of assistance that each family receives based on voucher size and household income. A family is expected to pay up to 40 percent of its adjusted monthly income toward rent and utilities. Because the family is receiving assistance, the rent burden is reduced and the family should be able to pay its rent more easily and on time.

A receipt should be given to the tenant for all monies paid. This will ensure proper compliance with lease obligations and prevent loss of housing assistance.

Rhode Island Housing will pay the balance of the rent directly to the owner. This is known as a Housing Assistance Payment (HAP).

As per the signed contract, “During the term of the contract, the Public Housing Authority (PHA) must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.” Rhode Island Housing makes every effort to mail checks the first business day of each month but unforeseen delays may occur.

Housing assistance payments will be made by Rhode Island Housing to the owner only for the period during which the unit is leased and occupied by the family during the term of the contract. These payments are guaranteed monthly income to the owner as long as the owner and tenant abide by program requirements and the unit is Housing Quality Standards (HQS) compliant.

Housing Quality Standards (HQS) are the minimum nationwide standards that apply to all units assisted under the voucher program and concern the physical standards required of units occupied by HCV-assisted families.

WHO PAYS THE SECURITY DEPOSIT?

Rhode Island Housing does not provide assistance for security deposits. The security deposit is strictly between the tenant and the owner.

Per Rhode Island General Law (RIGL) Chapter 34-18, entitled the "Residential Owner and Tenant Act,"

- An owner can take a security deposit from a tenant at the beginning of a new rental term but it cannot exceed one month's rent. Taking a greater sum subjects the owner to a possible suit under section 56f of the "Act".
- The deposit must be returned within twenty days after the tenant gives proper notice, moves out, returns the key, and provides a forwarding address. When returning the deposit, the owner must send the tenant an itemized notice listing any legal deductions withheld from the money being returned. Such deductions can only be for unpaid rent (not future rent that might be legally owed), and physical damages other than ordinary wear and tear.

WHAT ARE THE TENANT'S OBLIGATIONS?

Following is a partial listing of a participant family's obligations under the HCV program:

- The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any household member or guest.
- The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.
- The family must not commit any serious or repeated violation of the lease. Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity.
- The family must notify the PHA and the owner before moving out of the unit or terminating the lease. Notification must be in writing and at least 30 days before move.
- The composition of the assisted family residing in the unit must be approved by the PHA and the owner.
- The family must not sublease the unit, assign the lease, or transfer the unit.

- The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- Family members must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- Members of the household must not engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

If a family fails to meet their obligations or commits any violation to the lease, a written notice stating the violations with a cease and desist statement should be sent to the family by the owner. Send a copy of the notice to Rhode Island Housing as well.

Depending on the severity and/or persistence of the violations, the tenant may face termination from the Section 8 Program. Owners are notified if termination will occur.

Refer to lease and contract for additional obligations.

WHAT ARE THE OWNER'S RESPONSIBILITIES?

Following is a partial listing of a participant owner's obligations under the HCV program:

- Performing all of the owner's obligations under the Housing Assistance Payments (HAP) contract and the lease.
- Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
- Maintaining the unit in accordance with the Housing Quality Standards (HQS), including performance of ordinary and extraordinary maintenance.
- Collecting from the family any security deposit, the tenant's contribution to rent (that part of rent to owner not covered by the housing assistance payment from the PHA), and any charges for unit damage by the family.
- Enforcing tenant obligations under the lease.

- Paying for utilities and services (unless paid by the family under the lease).
- **Submitting all communications with tenant or about tenant in writing to Rhode Island Housing.** This is done to ensure accuracy and prevent misunderstandings. Keep copies of all correspondence for your records. Telephone calls and verbal conversations cannot be verified.
- Complying with all federal, state and local laws.

Refer to lease and contract for additional obligations.

WHAT IS THE TENANT SELECTION PROCESS?

As an owner, you are responsible for using your normal tenant selection procedures to screen and select prospective tenants.

Rhode Island Housing does not screen the family's behavior or suitability for the tenancy. Information concerning the names and addresses of past and current owners can be provided by Rhode Island Housing upon request, but it is solely the owner's responsibility to screen the tenant prior to renting the unit.

The owner should consider family background factors such as rent and bill-paying history, history of caring for property, respecting the rights of others to peaceful enjoyment of the property, compliance with essential conditions of tenancy, whether the family is engaging in drug-related criminal activity or other criminal activity that might threaten others.

In the selection of tenants, provisions of services, or in any other manner, federal law states that an owner may not discriminate against a person because of race, color, religion, handicap, sex, or national origin.

Additionally, state and local statutes may prohibit discrimination on broader grounds (i.e., age, marital status).

Program participants are instructed to report all cases of discrimination to the U.S. Department of Housing and Urban Development (HUD).

HOW IS THE UNIT LEASED?

The owner will be given a "move packet" by the tenant.

The move packet will contain:

- A. Forms that must be signed by both the owner and the tenant.
 - 1. A “Request for Tenancy Approval” (RFTA).
 - 2. An “Owner Certification” form.
 - 3. A “Restriction on Leasing to Relatives” form
 - 4. A “Security Deposit Information” form
 - 5. A “Disclosure of Information on Lead-Based Paint” form

- B. A W-9 that must be completed and signed by the owner.

Owners must also provide Rhode Island Housing with the following:

- 1. Proof of ownership – copy of a deed, water bill, mortgage, home/fire insurance binder, etc.
- 2. Proof of compliance with the lead hazard mitigation law. (Refer to Lead Hazard Mitigation Law section).
- 3. Proof of the social security number or EIN used on the W-9.

Other documents/forms may be required as well.

The RFTA and ALL required documents must be received in this office prior to the 15th of a month in order to move in for the 1st of a month.

Incomplete or missing forms will delay the move in process.

Once all the required forms and documents are returned, the rent will be reviewed for reasonableness and an initial inspection will be requested.

WHAT DOES AN INITIAL INSPECTION INVOLVE?

Rhode Island Housing will submit a request for inspection of the unit upon receipt of a Request for Tenancy Approval, proof of lead conformance and all other required documents.

Inspections are currently being done by Housing Assistance Authority (HAS), 800 774-1446. HAS should be contacted directly with any inspection questions.

Units must meet Housing Quality Standards as long as the family is on the program. Units will also be inspected for HQS due to complaints (known as special inspections) and for quality control purposes.

The following is a list of some of the Housing Quality Standards requirements:

1. Living Room.

- At least one working outlet and one permanently installed light fixture or two working outlets.
- At least one window present free of signs of severe deterioration or missing or broken panes.

2. Kitchen

- At least one working outlet and one permanently installed light fixture.
- Stove with a working oven.
- Working refrigerator.
- Sink with hot and cold running water.
- Space for storage and preparation of food.
- GFI outlets anywhere near water.

3. Bathroom

- One permanently installed light fixture.
- Toilet, fixed washbasin, tub or shower present.
- A window that can be opened or a working vent system.

4. Bedrooms

- At least two working outlets or one working outlet and one permanently installed light fixture.
- At least one window free of signs of severe deterioration or missing or broken panes. Window must be able to open.
- Other rooms used as living areas may be used as bedrooms if there are two outlets and a window that can be opened.

5. Other Rooms Used For Living

- Means of natural or artificial illumination or adequate light from an adjacent room.

6. General Health and Safety

- Acceptable fire exit from the building that is not blocked.
- Unit must free of infestation by mice or vermin.
- Unit must be free from heavy accumulation of debris inside or outside.
- Adequate covered facilities for temporary storage and disposal of food wastes.
- Walls, floors and ceilings must be free from hazardous defects (any structural defects such as holes).
- At least one working smoke detector installed in unit.
- All windows accessible from the outside must lock.
- Smoke detector must be installed in the basement.

7. Interior Stairs and Common Halls

- Interior stairs and common halls must be free from loose, broken or missing steps on stairways, absent or insecure railings and inadequate lighting.
- Smoke detector must be installed on each landing.

8. Interior Air Quality

- Unit must be free from abnormally high levels of air pollution.

9. Building Exterior

- Foundation must be safe and free from hazards.
- No large cracks or holes.
- No severe leaning.
- No large sections of crumbling brick, stone or concrete.
- No major deterioration of wood support members due to water damage or termites.

10. Heating and Plumbing

- Heating equipment must be capable of providing adequate heat to all rooms used for living.
- Oxygen Depletion System not permissible for sleeping rooms.
- Unit must be free from non-vented fuel burning space heaters or other types of unsafe heating conditions.
- Hot water heater must be located, equipped, and installed in a safe manner.

PER RHODE ISLAND LAW: Every dwelling must have properly installed and maintained heating facilities which can heat all habitable rooms and the bathrooms to at least 68 degrees Fahrenheit (65 degrees in Newport, 70 degrees in Portsmouth and 67 degrees in Providence), at a height of 18" above the floor, between **October 1st and May 1st** (see R.I.G.L. 34-18-22(6)). Since the three aforementioned communities (and possibly others) have minimum temperature requirements which vary from the state housing code (or may allow lower nighttime temperatures), one should call the municipal housing code official for the specific minimum degrees allowed between particular hours.

11. Smoke Detectors

- Each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the unit.
- Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard 74.

12. Carbon Monoxide Detectors

On January 1, 2002, a law went into effect in Rhode Island, requiring carbon-monoxide detectors be installed in all new homes with natural gas utilities and other homes up for sale.

- All newly constructed residential dwelling units with natural gas utilities, and all dwellings converted to residential units before 1976, must have at least one carbon-monoxide detector that is UL (Underwriters Laboratory) listed or approved by a nationally-recognized testing laboratory approved by the State Fire Marshal.
- A carbon-monoxide detector must be placed outside each sleeping area in the immediate vicinity of the bedrooms.
- Each bedroom or sleeping room separated from another by "other use areas," such as kitchens or living rooms, but not bathrooms, must have a separate carbon-monoxide detector.
- All carbon-monoxide detectors must be mounted according to the manufacturer's specifications.
- All carbon-monoxide detectors must have a visible, intermittent, or steady "power on" indicator and, in case of natural gas detection, sound an audible signal having a minimum rating of 85 dBA (decibels adjusted) at 10 feet.
- Applicable dwelling units cannot be sold or transferred without the installation of carbon-monoxide detectors and certification from the Office of the State Fire Marshal or local fire department that the unit is in compliance with the law.

13. Lead Paint-Interior and Exterior Surfaces

Lead-based paint requirements apply to non-exempt dwelling units built prior to 1978.

Owners must:

- Disclose known lead-based paint hazards to tenants before the lease is signed.
- Provide all families with the "Protect Your Family from Lead in Your Home" pamphlet.
- Stabilize deteriorated painted surfaces and conduct hazard reduction activities when identified by the PHA and notify tenants each time such an activity is performed.
- Conduct all work in accordance with HUD safe practices.
- As part of ongoing maintenance ask each family to report deteriorated paint.
- Comply with Rhode Island Lead Hazard Mitigation Law.

14. Screens, Storm windows and Shades

Under R.I.G.L. 45-24.3-6 the owner must initially provide and install screens, storm windows and shades for a new tenant. From then on the tenant is responsible for their maintenance and replacement.

On an initial inspection, the owner must correct all the items noted as “fail” before a contract can be executed. The owner will generally only be allowed two reinspections for the repair work to be completed.

If the unit continues to fail the Housing Quality Standards inspection, the family will be advised to look for another unit. A Housing Assistance Payments Contract will not be entered into for any unit that fails to meet Housing Quality Standards.

ARE INSPECTIONS DONE AT ANY OTHER TIME?

Rhode Island Housing is required by HUD regulations to inspect all units annually to ensure that “decent, safe, and sanitary” conditions exist according to Housing Quality Standards. Units must meet Housing Quality Standards as long as the family is on the program.

Units will also be inspected for HQS due to complaints. These are special inspections. Whenever there is problem with a unit, landlord and tenant should contact each other first and take any necessary actions resolve the problem. If the problem is not resolved after a reasonable amount of time, Rhode Island Housing must be contacted so that an inspection can be ordered to verify the problem and ensure corrective action is taken. The complaint should also be submitted in writing.

In addition to the initial standards previously mentioned, Rhode Island General Law 45-24.3 Housing Maintenance and Occupancy Code requires that the following be provided and maintained in all rental units:

ELECTRIC (R.I.G.L. 45-24.3-8)

- Wiring, receptacle outlets (to plug into), and fixtures must be properly installed and maintained in safe condition.
- All habitable rooms and kitchens must have at least two outlets.
- Bathrooms and kitchens must have at least one electric light fixture.
- All rooms and interior common areas must have adequate lighting systems and light switches.

PLUMBING (R.I.G.L. 45-24.3-6+7)

- All plumbing fixtures and facilities must be properly used and kept in a clean and sanitary condition.
- Kitchen sinks must be kept in good working condition and properly connected to adequate hot (120 degrees) and cold water, and drainage systems. Bathrooms must have properly working flush toilets, and sinks with hot (120 degrees) and cold water.

- Every rental unit must have a private room with a properly working bathtub or shower with hot (120 degrees) and cold water.

HEAT (R.I.G.L. 45-24.3-9)

- Every dwelling must have properly installed and maintained heating facilities which can heat all habitable rooms and the bathrooms to at least 68 degrees Fahrenheit (65 degrees in Newport, 70 degrees in Portsmouth and 67 degrees in Providence), at a height of 18" above the floor, between **October 1st and May 1st** (see R.I.G.L. 34-18-22(6)). Since the three aforementioned communities (and possibly others) have minimum temperature requirements which vary from the state housing code (or may allow lower nighttime temperatures), one should call the municipal housing code official for the specific minimum degrees allowed between particular hours.
- Unvented flame space heaters are prohibited except as provided in R.I.G.L. 45-24.3-9.2 (call local building or housing code official for further details).
- Heat and hot water bills are the landlord's responsibility unless otherwise agreed to in the lease and under the exclusive control of the tenant (see R.I.G.L. 34-18-22(6)).

OTHER REQUIREMENTS (R.I.G.L. 45-24.3-6&10)

- All interior and exterior areas of residential buildings must be kept weather tight, water tight, damp free, in sound condition and in good repair.
- Lead based paint, or other hazardous materials must be removed if they present a health or safety hazard.
- All doors and windows must fit tightly, and must be provided with screens as well as storm doors and storm windows. Initially provided by owner for a new tenant. Afterwards, maintenance and replacement is the tenant's responsibility.
- Shades or blinds must be provided for bathroom and sleeping room windows.*
- Bathrooms must be adequately ventilated and have easy to clean floors that don't soak up water.
- Kitchens must have cabinets and/or shelves for storage.
- Rubbish and garbage must be properly disposed of. Landlords must provide containers if there are four or more units.
- The landlord is responsible for insect or rodent extermination if two or more units in a dwelling are affected, otherwise the tenant must take care of it.
- Every habitable room must have at least one window that opens.
- Every dwelling unit above the first floor must have two exits leading to ground level.

Landlords are responsible for all major repairs on electrical, plumbing, and heating facilities, as well as any appliances like stoves or refrigerators, if part of the rental

agreement. Tenants can only be made responsible for the repairs of electrical, plumbing and heating facilities if there is a written agreement made in "good faith," signed by both parties, and supported by adequate consideration (see R.I.G.L. 34-18-22(6c)).

Taking rent for a residential unit obligates an owner to keep the unit up to minimum housing code standards (see R.I.G.L. 34-18-18) and failure to do so may result in tenant action (as allowed under the new "Act") or action by the local housing code official to remedy the situation.

HQS fails must be corrected by the owner, unless the violations were caused by the family.

The family is responsible for correcting the following HQS deficiencies:

- Tenant-paid utilities not in service.
- Failure to provide or maintain family-supplied appliances.
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

Failure to correct these deficiencies may result in the family's termination.

Rhode Island Housing will not be involved in an owner/tenant dispute regarding "tenant caused" HQS violations. Rhode Island Housing's position will be to advise both the owner and the tenant that no matter who caused the deficiency, if it is not corrected within the allotted time, the Housing Assistance Payments Contract and/or tenant participation will be terminated.

The owner is responsible for all HQS violations not listed as a family responsibility above, even if the violation is caused by the family's living habits (e.g., vermin infestation). However, if the family's actions constitute a serious or repeated lease violation the owner may take legal action to evict the family.

Time will be given to correct the failed items. The following guidelines will be used:

- If the item is life threatening, 24 hours will be given.
- If the item endangers the family's health or safety, 48 hours will be given.
- For less serious failures, 30 days will be given to correct the item(s).

If failed items are not corrected within established time frames, the payment will be abated or HAP Contract and/or housing assistance will be terminated.

A.1 ABATEMENT

When it has been determined that a unit on the program fails to meet Housing Quality Standards and an opportunity has been given to correct the problem(s) and the problem has not been corrected within the time frame established by Rhode Island Housing, the HAP for the unit shall be abated (not paid). The tenant continues to pay only their portion of the rent.

The abatement shall continue until all fail items have been corrected. When the abatement is released, payment will be made from the date the unit passed, going forward. **The owner will not receive HAP payment for the period the unit that was in abatement.** The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction.

A.2 HAP CONTRACT TERMINATION

If all the items cited have not been corrected within thirty days of the beginning of the abatement period and if a Housing Assistance Payment is not made for 60 days or more, the Housing Assistance Payment Contract is terminated and the tenant is given a new voucher to move, if they are still eligible for assistance.

If repairs are done before the effective termination date, the termination can be rescinded if the tenant and/or Rhode Island Housing choose to do so.

WHAT IS THE LEAD HAZARD MITIGATION LAW?

The Lead Hazard Mitigation Law is a STATE OF RHODE ISLAND LAW not a Rhode Island Housing regulation. Rhode Island Housing requires compliance with the law.

The Lead Hazard Mitigation Law requires that all owners of rental properties built before 1978 (except for exempt properties) meet the following four requirements: 1) Get a Certificate of Conformance, 2) Give tenants information about lead hazards, 3) Respond to tenant concerns, and 4) Keep the Certificate of Conformance current.

Exempt Properties

If you own one of the following types of pre-1978 rental dwelling units, you are exempt from the requirements of the Lead Hazard Mitigation Law:

1. Rental units with a current Lead Safe or Lead Free certificate;
2. Temporary housing or seasonal housing which is defined as housing that is rented for no more than 100 days in a calendar year to the same tenant;
3. Housing that is specifically designated by a regulatory agreement or a zoning ordinance to house persons 62 years of age or older;

4. Two- or three-unit properties, in which one of the units is occupied by the property owner.

If you do not own an exempt property, you must have a Certificate of Conformance for each rental unit you own. This certificate proves that you have fixed any lead hazards found in your rental property. The law requires you to get a Certificate of Conformance the first time your tenants change after November 1, 2005 and to keep your certificate current, no more than two years old.

If proof of conformance with the lead law is not provided, an inspection will not be ordered and the unit will not be approved for rental.

If you have questions about the Lead Hazard Mitigation Law, call the Housing Resources Commission at 401 222-LEAD (5323) or visit www.hrc.ri.gov.

IS THERE A LEASE OR CONTRACT?

Rhode Island Housing uses a Housing Assistance Payment Contract and a Residential Lease and Tenancy Addendum.

The initial lease term is for one year. After the initial one-year term, the lease provides for automatic month-to-month renewals. The choice of automatic renewals is left to the discretion of the owner and tenant as stipulated in the lease.

An owner may use a standard lease in addition to Rhode Island Housing's lease. However, all provisions in the HUD-required Tenancy Addendum must also be added word-for-word to the owner's standard lease form. The Tenancy Addendum includes the tenancy requirements for the program and the composition of the household as approved by the PHA. As a part of the lease, the tenant shall have the right to enforce the Tenancy Addendum against the owner and the terms of the Tenancy Addendum shall prevail over any other provisions of the lease.

After Rhode Island Housing has reviewed the Request for Lease Approval and all required documents, certified and documented rent reasonableness, conducted an inspection and passed the unit, Rhode Island Housing generates a Housing Assistance Payment Contract and a Residential Lease and Tenancy Addendum to be signed by both the tenant and the owner.

The HAP Contract must be executed no later than 60 days after the beginning of the lease term. If a HAP Contract is not executed within the 60 days time frame, no housing assistance can be paid to the owner and both the Contract and the Lease become null and void documents.

If an agent or a manager is signing for the owner, the agent or manager must have a notarized authorization form from the property owner. The authorization must also specify all the duties that the agent can make on behalf of the owner, such as repairs and collection of any monies (rent, security deposit, etc.).

HOW ARE RENT INCREASES HANDLED?

The rent to owner may not be increased during the initial term of the lease. After the first year of the lease, an owner's request for a rent increase must be submitted in writing at least 60 days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing.

Since the level of assistance is based on family size and income and rent increases are normally absorbed by the tenant and not this agency, the rent increase request will be reviewed and approved or denied.

An owner may also request a change in who is responsible for paying for the utilities of the rental unit after the term of the lease.

An owner's request to change utility responsibility must be submitted in writing at least 60 days prior to the effective date. The request will be reviewed and approved or denied.

A change in utility responsibility will require a new "Request for Tenancy Approval," an inspection and a new Lease and Contract.

HOW IS THE LEASE/CONTRACT TERMINATED?

BY OWNER

During the term of the lease, the owner is not permitted to terminate the tenancy except for serious or repeated violations of the lease, certain violations of state or local law, other good cause, or criminal activity.

If the owner commences termination proceedings, a notice of grounds of termination must be issued to the family at or before the start of the eviction action. This written notice of grounds of termination can be combined with other eviction notices required by State Law. Copies of all notices sent to the tenant should also be sent to Rhode Island Housing.

After the term of the lease, the owner may give the family notice to vacate at any time, in accordance with the terms of the lease. **Notice to vacate the unit must be at least 30 days before the effective date and must be in writing. A copy of the notice must be mailed to Rhode Island Housing.**

BY TENANT

When the family no longer requires assistance - If the amount of HCV assistance provided by the PHA drops to zero and remains at zero for 180 consecutive calendar days the family's assistance terminates automatically.

When the family chooses to terminate assistance - The family may request that the PHA terminate the family's assistance at any time.

When the family chooses to move - After the term of the lease, the family may give the owner and Rhode Island Housing notice to vacate at any time, in accordance with the terms of the lease. Notice to vacate the unit must be at least 30 days before the effective date and must be in writing.

BY RHODE ISLAND HOUSING

HUD requires the PHA to terminate assistance for certain offenses and when the family no longer requires assistance. HUD permits the PHA to terminate assistance for certain other actions family members take or fail to take. In addition, a family may decide to stop receiving assistance at any time by notifying the PHA.

If the tenant becomes ineligible, Rhode Island Housing will notify you that it is going to cancel its contract with you. However, you may arrange with the family to continue to lease without rental assistance.

BY CHANGE IN OWNERSHIP

The current owner should notify Rhode Island Housing in writing that there is a change in ownership. The notification should include the name and address of new owner and when the change will take place.

BY FORECLOSURE (CURRENT OWNER)

Notify the tenant and this office immediately of foreclosure. Mail any foreclosure documents to the office.

The tenant will be given a move packet to begin looking for another unit as soon as possible. Thirty days notice to vacate will not be given in a foreclosure situation.

BY FORECLOSURE (NEW OWNER)

The Protecting Tenants at Foreclosure Act, Pub. L. No. 111-22, § 702 - 703 (2009), that became law on May 20, 2009, applies to state eviction proceedings. This law requires a person or entity who acquires ownership of residential rental property through foreclosure to take subject to (be legally bound by) the Section 8 voucher lease and Housing Assistance Payments (HAP) contract. A new owner can only terminate the lease and HAP contract by giving the tenant at least 90 days notice of termination prior to the end of the lease. If the Section 8 lease and HAP contract have less than 90 days remaining in their term, or if the new owner who takes title at foreclosure wants to occupy the premises as his or her personal residence, the new owner may terminate the lease only after giving the tenant at least 90 days notice of such termination.

OTHER SOURCES OF INFORMATION

Landlord – Tenant Handbook – Housing Resources Commission at 401 222-5323 or www.hrc.ri.gov

Lead Hazard Mitigation Information – Housing Resources Commission at 401 222-LEAD (5323) or www.hrc.ri.gov

Fair Housing Information – Fair Housing Rhode Island at www.fairhousingri.org

Questions about HUD – Boston Regional HUD Office at 800 827-5005; 617 994-8300 (TTY) 617 565-5453 or www.hud.gov/fairhousing

Legal Questions – Rhode Island Legal Services at 401 274-2652 or www.rils.org

To List Available Units – Contact 401 457-1197, fax information to 401 457-1140 or visit www.homelocatorri.net