

MURFREESBORO HOUSING AUTHORITY

HOUSING CHOICE VOUCHER PROGRAM

PARTICIPANT HANDBOOK

Revised April 2017



Welcome!

The Murfreesboro Housing Authority welcomes you as a participant in the Housing Choice Voucher Program and looks forward to a good working relationship with you and your family.

This booklet is made available to answer questions and concerns most often asked by participants. The booklet includes a few pages of Questions and Answers, information about Subsidy Standards, Portability, Rent Determinations, as well as reasons that your assistance could be terminated and reasons to ask for an Informal Hearing. Please take the time to read this information and keep this booklet as a reference.

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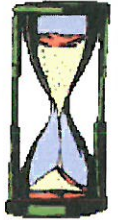
Office Hours: 9:00 a.m. to 4:30 p.m.
Monday through Friday

There is a drop box located on the front of the building to the left of the main entrance (in the drive through area) which you can use if the office is closed.



The Murfreesboro Housing Authority (referred to as MHA in this booklet) welcomes you to the Housing Choice Voucher (HCV) program.

You are being issued a voucher so MHA can help you with your rental payment. You are also being given a Request for Tenancy Approval form. If we do not accept the unit that you have found, we will give you a new Request for Tenancy Approval form. Your voucher is good for **60 days**. You may stay where you presently live if your landlord is willing to participate in the voucher program, the contract rent is not above the limit that the Housing Authority is able to pay and the unit passes our Housing Quality Standards inspection. Extensions of the voucher are allowed only because of unavoidable circumstances which prohibit the family from looking for a unit, such as illness or death of a family member, and must be requested prior to the voucher expiring. Extensions may only be granted for 30 additional days and only with the approval of the Administrator.



Voiding of the voucher could occur if during the **60 day** period the family becomes over-income, is found to have a criminal record for a serious crime or drug related activity, or is found to have given false information on the application. If the finding is of a nature that would make the applicant ineligible, the family will be notified by mail of the reasons they are being declared ineligible and will be given time to request a hearing.



If you submit a **Request for Tenancy Approval** and your unit will not ready by the requested move in date, or if the landlord for some reason does not honor the Request, the Housing Authority will contact you as quickly as possible so that you may find another unit before your voucher expires. A person with a disability may ask for an extension of up to 120 days after issuance of the voucher to find a unit if they cannot find a unit to accommodate their disability.



The size unit your family is qualified for is based on the number of people in the household, their ages and sex. The general rule for occupancy is that two persons of the same sex share a bedroom. A child may reside in the parent's room up to the age of four. Sleeping areas can sometimes be converted dining rooms or a fold out couch in the living area if the MHA approves such an arrangement and the unit meets Housing Quality Standards.

The amount of rent that can be paid for a unit is determined by the MHA, and is based on the Payment Standard which includes the rent amount and an allowance for utilities. If the rent is higher than allowed, you must pay the difference between the payment standard and the contract rent. **You may not pay more than 40% of your monthly adjusted income towards your rent.** You also are not allowed to pay any amount of rent which exceeds the contract rent approved by MHA. This is called a side agreement and is illegal. This means that the total of your rent payment and our rent payment equals the contract rent amount. You may never pay any extra money to your landlord for rent.

After you find suitable housing for your family and the landlord completes the Request for Tenancy Approval form, the form must be returned to the MHA office either by fax or in person. We cannot schedule the inspection without this form.

DO NOT MAKE PLANS TO MOVE, SIGN ANY AGREEMENT WITH THE LANDLORD, OR PAY ANY DEPOSIT UNTIL YOU HAVE RETURNED THE REQUEST FOR TENANCY APPROVAL! IF A DEPOSIT IS REQUIRED TO HOLD THE UNIT, CONTACT US BEFORE PAYING IT.



The landlord may ask the Housing Authority for the name and address of your current and prior landlords. Under law, MHA must furnish the prospective landlord this information as well as any information regarding your rental history including evictions, damages, housekeeping and domestic disturbances.

The MHA will review the Request for Tenancy Approval and if everything is filled out properly and the rent is affordable, we will make arrangements for an inspection of the unit. Only after the unit has passed our inspection will you be allowed to move into the unit. We have up to fifteen days after receiving the Request form to inspect the unit.

There will be paper work for your landlord to sign with the MHA and you will sign the landlord's lease. If your landlord asks you to pay more rent than is specified in your lease or does not make necessary repairs in a reasonable time, you should report this to the Housing Authority. Remember, the lease is between you and the landlord.



YOU SHOULD NOT CALL THE HOUSING AUTHORITY OFFICE FOR WORK ORDERS OR OTHER LANDLORD PROBLEMS UNLESS YOU CANNOT RESOLVE THESE PROBLEMS WITH YOUR LANDLORD.

WHEN YOU HAVE A CHANGE TO REPORT, YOU MUST COME INTO THE OFFICE WITH A WRITTEN VERIFICATION AND SIGN AN INTERIM REPORTING FORM. CALLING ON THE PHONE IS NOT REPORTING. Always remember—you have **10 days** to report any changes in income, childcare expenses and family composition.



If you have become employed, the employment verification must be on company letterhead, signed by your supervisor or other company representative, dated and contain a phone and fax number of the person who signed your form. It should state when you started working, number of hours worked per week and wage per hour. Do not wait for your first paycheck to report your new job. Report as soon as you are hired!

If you have any questions concerning the HCV Program that can not be answered by reading the enclosed material, please call **(615) 893-9414** and we will be happy to assist you.

The Housing Authority is not your landlord, MHA is only assisting with your rent.



QUESTIONS AND ANSWERS



HOW MUCH WILL I PAY FOR HOUSING?



The briefing officer will explain how much the Housing Authority can pay for a unit, depending on the size of the unit, where it is located and your household income.

You will pay 30% of your adjusted income. If you choose a unit with a higher rent than the MHA allows, you will pay 30% of your adjusted income plus the amount that exceeds our limits. You cannot pay more than 40% of your monthly adjusted income for housing.

WHERE DO I PAY MY PORTION?

You always pay your portion of the rent directly to the landlord in the manner that is specified in your lease. Rent is due on the first of each month.



HOW IS MY PORTION FIGURED?

Your portion of the rent is based on 30% of your adjusted income. If the landlord does not furnish the utilities and appliances you receive a utility allowance. If you pay some utilities this allowance is subtracted from your family portion of the rent. If the utility allowance is more than 30% of your adjusted income, you will receive a check from the Housing Authority to help pay your utilities. If your utility allowance is less than 30% of your adjusted income, your rental amount paid to the owner will be reduced and you will pay less rent. The MHA pays directly to the landlord the difference in what you are required to pay and the contract rent.



WHAT HAPPENS IF I DO NOT PAY MY LANDLORD?

If you do not pay your landlord in the manner set out in the lease, the owner may evict you from his property. If this happens, you may be faced with not only having legal action taken against you, but also paying attorney's fees and court costs as well. This action would be taken because you have violated the lease by not paying the landlord as prescribed in your lease. Repeated lease violations or eviction for serious violations of the lease are grounds for the MHA to terminate your housing subsidy.



HOW DO I QUALIFY FOR A UTILITY CHECK?



The utility allowance is figured into your total payment. If the allowance exceeds 30% of your adjusted income, you will receive a check to help you pay for utilities. If 30% of your adjusted income exceeds the utility allowance, you will not receive a utility check. You will always be responsible for paying utility bills for your unit.

WHAT HAPPENS IF I DO NOT REPORT INCOME CHANGES ON TIME?

Any income change affects your rent amount. If you do not report your income change within 10 days of the change and before the 21st day of the month, MHA may not be able to change your portion of the rent on time. This could result in a **rent back charge**. This is the amount we paid to the landlord for you in error. At that time, you would be asked to sign a promissory note with MHA and repay the amount due in installment payments. You would also be responsible for the increased rent amount to your landlord at the same time. **Failure to repay the back charge can result in termination of your housing assistance.**



HOW LONG IS THE LEASE?

The lease is always for a one year period. After the first year, if you choose to remain in the unit, you should sign another one year lease.

WHAT IF I WANT TO MOVE?

You cannot break the lease. You must give at least a 45 day written notice to MHA at your re-examination meeting and give a copy to your landlord. Your landlord may require more than 45 days notice. Be sure to check your lease and give the proper notice. Remember, you can only move at your re-exam time even if your landlord will allow a move at another time.

HOW CAN THE LANDLORD BREAK THE LEASE?

The landlord may break the lease and evict you at any time for non-payment of the rent or serious and repeated lease violations. The landlord may break the lease with a 60 day notice to MHA for other good cause such as using the residence for personal use or selling the property.

HOW CAN THE HOUSING AUTHORITY TERMINATE MY SUBSIDY?



The Housing Authority may terminate your subsidy for any serious and repeated violations of the family's program obligations. Some of these violations include criminal activity, drug-related activity, non-payment of your backcharge, allowing a person not on your lease to live in your unit, repeated violations of the lease or eviction due to a serious violation of the lease.

WHAT HAPPENS IF I AM EVICTED?

If you are evicted during your first year of tenancy or your landlord evicts you through court proceedings, you will be terminated from the HCV Program. If you are evicted because of lease violations and your landlord does not take you to court, you may or may not be given a new voucher, depending on the seriousness of the cause of eviction. Some examples of a lease violation could be: owning a pet without getting written approval by an owner, not paying the rent, damaging the unit, and unclean or unsanitary housekeeping.



HOW MUCH CAN I PAY FOR RENT?

The Briefing Officer will advise you as to the amount of rent MHA can approve for a certain type unit. It may vary by the age and type of unit, where it is located, and the type of utilities for the unit.

The landlord indicates the proposed contract rent on the Request for Tenancy Approval. If the rent is too high, the Housing Authority will negotiate rent for the unit with the landlord. This is done by comparing your unit to similar units in the same area. If the landlord will not reduce the rent, you will have to find another unit before your voucher expires. The landlord should never ask how much rent you can pay because of your voucher. They know the amount of rent for the unit.



The features offered with the unit help the Housing Authority to determine the maximum rent for the unit. These features include how big the unit is, garage, fenced yard, dishwasher, second bathroom, carpeting and central heat/air.

CAN I HAVE GUESTS?

You are allowed to have guests up to two weeks at a time. If someone stays more than 30 days in a calendar year, MHA must consider them living in the unit, add them to your lease and count their income towards your portion of the rent. Your landlord may have other rules concerning this. If someone is reported to be living in your unit, you will have to provide information to MHA concerning their permanent address.

WHAT SHOULD A FAMILY CONSIDER IN LEASING A UNIT?



1. The condition of the unit. Will it pass the MHA inspection?
2. The cost of the unit. Is the price reasonable? Does it compare with other rents in the area? 
3. Cost of participant paid utilities and appliances. Is the unit energy efficient? Do you have to furnish certain appliances such as stove and refrigerator? You should call the electric and gas companies for the highest utility bill and the average utility bill for the unit during the past year. 
4. Location of the unit. Is the unit close to schools, shopping and work area? Do you have adequate transportation? Do you prefer to be outside of town or close to convenience shopping and medical facilities? School zones should be taken into consideration. Your child must attend the school the unit is zoned for; there are no exceptions. Be sure to check the unit at different times of the day. You can also check with the police in regards to any drug or gang activity in the area.
5. If you presently live in a high poverty census tract you should try to locate suitable housing in an area where there is not a high concentration of "poor" and unemployed persons. There are more economic and social advantages if you move to an area with improved employment opportunities, educational opportunities and decreased school dropout rates. Current job fairs and employment opportunities are posted in MHA's lobby.

CAN I MOVE AFTER MY LEASE IS UP?



If you wish to move, you must give MHA a 45 day written notice to move. Your landlord may require more than 45 days notice. **You can only move at your re-exam date; and you can only move once in a 12 month period.** Even if your landlord does not request an increase in rent or nothing else changes, your lease will continue for another 12 months.

CAN I RENT FROM A RELATIVE?

NO! Participants cannot rent from parents, children, grandparents, grandchild, sister or brother of any member of the family. If you have a family member with a disability that requires a reasonable accommodation, and renting from a family member would accommodate that disability, MHA may allow you to rent that unit.

CAN I KEEP MY VOUCHER IF THE PHA IS NOT PAYING ANYTHING FOR ME AND I AM PAYING ALL THE RENT TO MY OWNER?



You can remain on **Zero Housing Assistance for 6 months.** During this period you must remain in the same unit. We can not enter into a Housing Assistance Payment Contract with an owner for **Zero** rent.

SUBSIDY STANDARDS



Typical MHA
Standards Used to Lease
Vouchers

Standards Used to Determine
Acceptability of Unit Size
(HQS Rules)

Voucher Size	Minimum No. of Persons in Household	Maximum No. of Persons in Household*	Unit Size
0-BR	1	2	0-BR
1-BR	1	4	1-BR
2-BR	2	6	2-BR
3-BR	3	8	3-BR

*This assumes the living room is used as a sleeping area.

***SEE PAGE 2 FOR MORE EXPLANATIONS OF ALLOWED UNIT SIZES.**

**HUD REGULATIONS ALLOW TWO PEOPLE PER BEDROOM/SLEEPING
AREA REGARDLESS OF AGE OR SEX.**

Just a Reminder 



PORTABILITY

You may wish to take your voucher and move outside of Rutherford County. This is called portability. MHA will help you find a Housing Authority in the receiving area jurisdiction that administers a Housing Choice Voucher program. If there is more than one, you decide which Housing Authority will receive your voucher.



If you wish to ask for portability, you typically request this at your annual appointment. There is a form that must be completed at that time. You must complete the Portability Request form that is available upon request, and furnish the MHA with the name and address of the receiving PHA. The following is a partial list of other Housing Authorities in the area with a Voucher Program:

Chattanooga Housing Authority, 801 N. Holtzclaw Ave., Chattanooga, TN 37404 (423) 752-4893

Dickson Housing Authority, 333 Martin Luther King Jr. Blvd., Dickson, TN 37055 (615) 446-9371

Nashville MDHA, 620 Dew St., Nashville, TN 37206 (615) 252-6500

Tennessee Housing Development (THDA), 160 Cude La., Madison, TN (615) 564-1200 (THDA covers the entire state of Tennessee)

Tullahoma Housing Authority, 2401 Cedar Lane Village Dr, Tullahoma, TN 37388 (931) 455-9319

We will contact the Housing Authority once we receive your Portability Request form to determine if you can move to their area and still receive voucher rental assistance. Portability is not guaranteed.





RENT DETERMINATION

Do not confuse Payment Standard with Contract Rent. The Contract Rent is the amount the owner wants for rent of the unit. The Contract Rent plus the utility allowance is the amount that is compared to the Payment Standard.

The Payment Standard is the amount used to calculate the housing assistance a family will receive in the Housing Choice Voucher program. The lower of the Payment Standard or gross rent is used in the calculation.

Example of Housing Assistance Payment

VOUCHER (rent over pmt std)

2 BR PMT STD	\$669.00
Contract Rent	\$600.00
Utility Allowance	\$116.00
Gross Rent of Unit	\$716.00
Pmt Std/Gross Rent (smaller of the 2)	\$669.00
Less 30% of Adj. Income	<u>\$130.00</u>
Equals MHA to Owner	\$539.00
30% of Adj. Income	\$130.00
Plus Extra Participant Portion	<u>\$ 47.00</u>
Total Participant Payment	\$177.00*
Less Utility Allowance	\$116.00
Total Participant Rent	\$ 61.00

VOUCHER (rent under pmt std)

2BR PMT STD	\$669.00
Contract Rent	\$500.00
Utility Allowance	\$116.00
Gross Rent of Unit	\$616.00
Pmt Std/Gross Rent (smaller of the 2)	\$616.00
Less of 30% of Adj. Income	<u>\$130.00</u>
Equals MHA to Owner	\$486.00
30% of Adj. Income	\$130.00
Plus Extra Participant Portion	<u>\$ 0.00</u>
Total Participant Payment	\$130.00*
Less Utility Allowance	\$116.00
Total Participant Rent	\$ 14.00

*This amount cannot be more than 40% of your monthly adjusted income. If it exceeds 40%, you cannot rent the unit under HUD guidelines.



NOTICE TO FAMILIES WHO HAVE A PHYSICALLY DISABLED PERSON IN THE HOUSEHOLD

Rutherford County has several handicap accessible units that we are aware of that may now be available. If you need a handicap equipped unit, please check with the landlord to see if any are available.

Landlords may be asked to make a unit accessible at your expense. At the termination of your tenancy, the landlord has the right to ask that the unit be returned to its original condition, again at your expense

Landlords should provide rails and ramps without charge to you.



TERMINATION OF FAMILY ASSISTANCE

MHA may terminate assistance to a family for reasons including but not limited to:

1. The family is guilty of program abuse or fraud.
2. Family violates their obligations under the program, which includes not attending scheduled re-examination meetings, not allowing scheduled inspections and allowing a person not on their lease to live in the unit. **These are some of the family obligations that were reviewed in your interview.**
3. The family refuses to repay MHA for amounts due under a repayment agreement for backcharges. You may have a backcharge because of unreported income, changes in family composition, etc. We cannot enter into a repayment agreement larger than \$2,500.00 or for more than an 18 month period.
4. The family's income has increased to the point that no Housing Assistance Payment has been made on the family's behalf for 6 consecutive months.
5. The family has engaged in any violent criminal activity, drug related criminal activity or other criminal activity or has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of persons residing in the immediate vicinity of the premises.
6. The family has damaged the unit or premises or has permitted a guest to damage the unit or premises (except for ordinary wear and tear) and has not repaired the damages in the time allowed by MHA or repaid the landlord for the repair costs.
7. The family fails to pay for participant supplied utilities or fails to provide working appliances which are to be participant supplied, causing a unit to fail Housing Quality Standards.
8. The family is evicted for a serious violation of the lease.
9. The family is evicted during the first year of participation.
10. The family moves without prior notice to the landlord or MHA.



INFORMAL HEARINGS

The Housing Authority will offer an Informal Hearing for certain determinations relative to the individual circumstances of a participant family. The hearing is held to consider whether MHA decisions are in accordance with law, HUD regulations and policies.

MHA offers an opportunity for an informal hearing on MHA's determination for the following:

1. Family's annual or adjusted income and computation of the Housing Assistance Payment.
2. Appropriate utility allowance used from schedule.
3. Family unit size determination under MHA subsidy standards.
4. Determination to terminate assistance for any reason.
5. Determination to terminate a family's Family Self Sufficiency Contract, withhold supportive services, or propose forfeiture of the family's escrow account.



The family may request an examination of Housing Authority documents pertaining to anything relevant to the hearing. MHA will make the copies for the family and assess a \$.50 per copy charge. The family may not remove the file from the MHA'S office.

The hearing will be conducted by management of the Housing Authority who is neither the person who made or approved the decision, nor a subordinate of that person. A notice of the Hearing findings shall be provided in writing within 10 business days to the family.

