

Window of *Opportunity*



*A Guide to Tenant Based Rental Assistance
for Owners of Rental Housing*

Provided as a public service by the
Washington County, Oregon • Department of Housing Services
111 NE Lincoln, Suite 200-L • Hillsboro, Oregon 97124 • (503) 846-4794
www.co.washington.or.us/housing
Equal Housing Opportunity





Dear Owner of Rental Housing:

Thank you for your interest in the Tenant Based Rental Assistance Programs.

Tenant Based Rental Assistance programs allow lower income families to rent housing on the private market. Typically, assisted families pay approximately thirty percent of their gross income for rent and utilities.

The Department of Housing Services (DHS) enters into a contract with the owner to make up the difference between what the family can afford to pay and the total contract rent. The rental dwelling unit must meet certain minimum quality standards and not exceed established fair market rent amounts.

The Tenant Based Rental Assistance programs are designed to be flexible enough to allow families to choose where they want to live.

If all of your questions about Tenant Based Rental Assistance programs are not answered in this handbook, the best way to contact our staff is via email at **washco_housing@co.washington.or.us**.

We look forward to working with you!

Sincerely,

The Staff of the Department of Housing Services

Table of Contents

Tenant Based Assistance...for all the right reasons.....	4
What is Tenant Based Assistance?	5
Definitions.....	5
The Steps to Leasing Up.....	7
Initial Inspections	8
Frequent Fail Items.....	8
Rent Reasonableness.....	9
Once a Year	10
Rent Increases	10
Biennial Inspections	10
Special Inspections.....	11
A Note about Inspections	11
Lead in Rental Housing.....	12
Family Obligations.....	13
When a Family Wishes to Move.....	14
When the Owner Wishes to Terminate	14
When DHS Terminates Assistance	14
Fair Housing.....	15
A Summary of the Program	16
Appendix A: Housing Quality Standards Inspection and Additional Local Requirements.....	18
Appendix B: Rent Reasonableness Factors.....	26

Tenant Based Rental Assistance...for all the RIGHT reasons!

Do these statements apply to you?

- I enjoy helping my community.
- I like the security of knowing that a portion of the rent will always be paid.
- I take pride in maintaining my rental properties in a safe condition.



If you answered yes, then Tenant Based Rental Assistance may benefit both you and the tenants you select - for all the right reasons.

First, participating in Tenant Based Rental Assistance programs gives you the opportunity to help people in need by providing them with a rental dwelling. Sometimes, program participants have a difficult time locating rental housing suitable to their needs. You can help provide participants with more housing choices. The more choices that are available, the more success participants will have in securing a place to live.

Secondly, you will have the security of knowing that at least a portion of the rent will always be paid on time, because it comes from the Department of Housing Services (DHS). You use your own rental agreement or lease (with an attached "Tenancy Addendum" that includes all HUD-required provisions for participation in the program) and you may determine the terms of the rental agreement as you would for any other renter, including late fees, pet fees, key deposits, etc.

Finally, every 24 months, the DHS will inspect the property to assure that it is in safe condition. You will be notified of any conditions that do not meet the Housing Quality Standards (HQS). These standards are set by the US Department of Housing and Urban Development (HUD) for rentals under assistance (see Appendix A for a detailed explanation). You are given approximately 30 days to repair any conditions that do not meet HQS, and the DHS will notify you of items that may need correction soon in order to avoid more costly repairs in the future.

As an additional free service, the DHS can also include any vacant units you have on our list of available dwellings to help you advertise to prospective tenants.

While a small amount of extra paperwork is involved, it takes little time to complete. The staff of the DHS is always willing to assist you.

What is Tenant Based Rental Assistance?

Tenant Based Rental Assistance (also known as “Section 8” or the “Voucher” program) is long term rental assistance to families renting dwellings on the private market. Unlike Public Housing, where the Department owns and manages the rental units, Tenant Based Rental Assistance works in cooperation with private market owners to provide affordable housing.

The Washington County Department of Housing Services (DHS) offers assistance through the Housing Choice Voucher Program. The program was designed by HUD to help very low income families rent decent, safe, and sanitary housing.

Under the Housing Choice Voucher Program, the owner and family enter into a rental agreement (just as they would on the open market), and the owner signs a Housing Assistance Payments (HAP) Contract with the DHS. The family pays a portion of the rent directly to the owner, and the DHS makes a housing assistance payment each month to the owner to supplement the family’s payment, which can be paid by check or Electronic Funds Transfer (EFT).

The Department of Housing Services ***cannot recommend tenants***. It is the responsibility of the owner to check the family’s references and credit record. With a signed release from the prospective tenant, the DHS may provide information about past owners and/or unit damage, if available.

This handbook explains the steps involved in renting a dwelling under the Housing Choice Voucher Program and the advantages for a rental owner. This handbook also explains some of the terminology we use at the DHS. If you still have questions after reading the information offered here, please call our office at (503) 846-4794, Monday—Friday, 8:30 am—5:00 pm. We will be happy to answer any questions you may have.

Definitions

When discussing the Section 8 Housing Choice Voucher Program, it is helpful to know the following terms:

CONTRACT RENT: The total amount of rent for a dwelling that is payable by both the DHS and a family to the owner.

FAIR MARKET RENT: Amount determined by the US Department of Housing and Urban Development (HUD) that sets the upper limit for rent and utilities for dwellings rented by Certificate program participants.

FAMILY OBLIGATIONS: Rules established by HUD which program participants must follow in order to receive assistance and continue to receive assistance.

HOUSING ASSISTANCE PAYMENT (HAP):The payment made by the DHS to the owner. The payment is the difference between the Contract Rent minus the Tenant Rent. The DHS mails HAP payments to owners on the first working day of each month.

HOUSING ASSISTANCE PAYMENTS CONTRACT: Also called “HAP Contract”. A Housing Assistance Payments Contract defines the DHS and owner responsibilities, rights and obligations under the program. The Contract states the amount of the Housing Assistance Payment (that portion of the rent to be paid by the DHS).

HOUSING CHOICE VOUCHER: A Voucher verifies that the family is eligible to participate in the program. The amount of rent is limited only by the Rent Reasonableness standard with a Voucher. Under this program, after the family selects a dwelling, the DHS inspects the dwelling to assure that it meets Housing Quality Standards (HQS) and a Lease and Contract are signed. The family pays 30% - 40% of their income for rent and utilities. The DHS pays the balance of the rent **up to** the Payment Standard for the program. If the rent plus utility cost for the unit is higher than the Payment Standard, family pays the overage, not to exceed 40% of their monthly adjusted income.

HOUSING QUALITY STANDARDS (HQS) : All assisted dwellings leased by program participant must be in good condition and meet minimum program standards. A Housing Quality Standards (HQS) inspection of the dwelling unit is performed when the DHS receives a completed Request for Lease Approval. The dwelling must pass the HQS inspection before the DHS may enter into a contract with, or make any payment to, an owner.

LEASE/CONTRACT ADJUSTMENTS: Family eligibility for the program is re-verified annually. Changes may occur during the year if the family has changes in income or family composition. A notice is sent to the owner and family any time there is an adjustment in Contract Rent, Tenant Rent, or the Housing Assistance Payment.

RENT REASONABLENESS: Rents for dwellings under the Tenant Based Assistance Programs must be reasonable in relation to comparable dwellings on the private unassisted market and not in excess of rents currently being charged for comparable unassisted dwellings.

REQUEST FOR TENANCY APPROVAL (RTA): This form will be given to the owner by a prospective tenant. This form is completed by the owner and the family to give the DHS enough information about the dwelling to complete the inspection and prepare the Lease and Contract.

SECURITY DEPOSIT: The owner may collect a security deposit from the tenant. The deposit may not be in excess of private market practice or exceed amounts charged by the owner to unassisted tenants.

The Steps to Leasing Up Under the Housing Choice Voucher Program

The following outlines the basic steps involved in renting a unit to a household under the Housing Choice Voucher program:

- 1 Families apply to the DHS for rental assistance. When a family's application reaches the top of the waiting list, eligibility for the program is verified.
- 2 The DHS issues the family a Housing Choice Voucher. Eligible families may choose to use their assistance in their current dwelling or to move. The owner should ask to see the ***Request for Tenancy Approval Packet*** when discussing the dwelling. **Please note that the DHS does not screen families based on rental history. It is recommended that owners screen all potential renters, including those with Vouchers, using their standard screening process and criteria.**
- 3 When an owner has 1) thoroughly screened the applicant family, 2) approved them as a renter and 3) has decided to enter into a Rental Lease with Assistance, the Request for Tenancy Approval Packet is completed by the owner and the applicant and returned to the DHS office.
- 4 Once the Request for Tenancy Approval Packet is received by the DHS, the Occupancy Specialist (case manager) will review the packet and determine if the unit is affordable for the family. The Occupancy Specialist will review the information provided about the dwelling, rent being requested, utility responsibility, and the applicant's payment standard and income. If for some reason the Occupancy Specialist can not approve the dwelling affordability, the owner will be notified promptly.
- 5 After the Occupancy Specialist approves the unit, an appointment will be made for inspection of the dwelling. The inspection team will schedule the inspection for the earliest possible date, depending upon the inspectors' schedules and when the unit is ready for move-in.
- 6 If the unit does not pass inspection, or the rent is determined to be not reasonable for the area or type of unit based on the current market, the owner will be promptly notified. The owner then has the option of repairing the unit or adjusting the rental amount.
- 7 If the unit passes inspection, and the rent is determined to be reasonable, the Housing Assistance Payments (HAP) Contract and Tenancy Addendum will be prepared. These documents can be emailed to the owner, sent via first class mail, or an appointment can be made to sign them in the DHS office. Once the documents are completed and returned, along with an executed copy of the Rental Agreement or Lease between the owner and tenant, and the family has possession of the unit, the DHS will process paperwork for payment to the owner.



Initial Inspections

Before the DHS can begin payment on a unit, it must comply with the Housing Quality Standards (HQS). The initial inspection is completed to assure that the dwelling is decent, safe and sanitary. Usually the initial inspection is completed before the family moves in, unless the family is living in the unit they will rent under the Housing Choice Voucher Program.

The process to obtain an initial inspection begins when the completed Request for Tenancy Approval is received by the DHS. It is very important that this form be filled out completely. Please call (503) 846-4794 if you have any questions in the course of completing a Request for Tenancy Approval.

During an initial inspection, the Housing Inspector only determines whether the dwelling meets HQS criteria. The dwelling should be in “move-in” condition at the time of the inspection. Carpet should be clean, painting completed, etc. If you schedule an initial inspection before all the work is done to prepare the dwelling for move-in, please let the inspector know.

If a dwelling does not pass the initial inspection the first time through, it is very important that you call as soon as the repairs are completed. *DHS cannot pay on a unit which has not passed the initial inspection, and the HAP Contract cannot be made effective until the unit has passed inspection.*

Frequent Fail Items

The following items are those that frequently cause a rental unit to fail its Housing Quality Standards (HQS) inspection. Checking these areas ahead of time will greatly improve the unit’s chances of passing the inspection the first time.

This list does not include everything that is reviewed during an HQS inspection. Please see Appendix A for a detailed checklist of all HQS items.

- All utilities** must be on at the time of the inspection so all systems (heating, cooking, water heating, lights, etc) can be inspected for functionality.
- There must be at least one working smoke detector on each floor of the unit.
- Water Heater:
 - Must have a secure electrical connection, with a restraint clamp, at the body of the water heater.
 - Must also have a Temperature/Pressure Relief valve with a discharge line aimed toward the floor or plumbed. The discharge line must be metal or made of a material rated to carry water in excess of 120 degrees Fahrenheit.

- Wall-mounted heaters must not be loose from the wall and must have coverplates and knobs. Furniture, if present, must be at least 8" from wall-mounted heaters.
- Appliances:
 - Stove burners and oven elements must function. All stove knobs must be present.
 - Refrigerator must function. Refrigerator door gasket must be free from cracks and/or splits, and must provide a good seal.
 - Garbage disposal must have a secure electrical connection, with a restraint clamp, at the body of the disposal.
- Doors and Windows:
 - Doors to the exterior must seal tightly and must not have gaps that allow air and/or light into the unit.
 - Windows must be secure in their frames. Window glass must have a proper seal between the glass and the frame and not allow air or weather to enter when closed.
 - All windows and exterior doors must have functional locks.
 - Windows and glass doors must be free from major cracks and/or breaks. Minor cracks may be sealed with proper sealant.
- Bathrooms:
 - Bathroom doors may not open against a heat source.
 - Bathroom must have either a window that opens or a working exhaust fan.
- Electrical:
 - No exposed wiring.
 - Electrical panel must not have open spaces; breaker gap plates (or "knockouts") must be present.
 - Outlet and switch coverplates must not be cracked, broken, or missing.
- Building:
 - Stairways and railings must be safe and secure.
 - Decks or porches 30" above the ground (or higher) must have perimeter railings and a step rail.
 - Building must be free of debris, inside and out.
 - Unit must be properly ventilated and be free of mold/mildew, odors (such as propane or gas), or other observable deficiencies.

Rent Reasonableness

Once a dwelling has been inspected, the Housing Inspector determines whether or not the rent requested is reasonable. This determination is made by comparing the amount requested by the owner with rent and utility amounts for similar unassisted dwellings on the private market. If the rent is determined to be unreasonable, the owner will be given the opportunity to submit information on other dwellings the owner feels are comparable.

Appendix B includes a list of the factors used in making the rent comparison.

Once a Year

Each year, prior to the anniversary date of the Lease, the DHS will complete a re-examination of tenant eligibility for assistance and negotiate rent change requests from the owner.

Changes in Contract Rent

Under the Housing Choice Voucher Program, owners may request a change in contract rent any time after the first term of the tenancy with a 60 day written increase notice to the DHS. The DHS will process the rent change and will notify the family of any changes in their portion.



Annual Biennial Inspections

At least every 24 months, the DHS will conduct an inspection to ensure that the dwelling continues to meet HQS requirements. The inspection covers the same items as the initial inspection.

During the inspection, the inspector may note items that ***should*** be repaired but do not specifically fail to meet HQS criteria. These items will appear on the inspection summary marked “Pass with Comment.” The DHS recommends that you repair these items while they are still in a condition that does not warrant a fail rating. This will avoid additional costs and/or damage in the future.

If the unit does not meet Housing Quality Standards, you will receive a Notice of HQS Deficiencies by mail. The notice will outline when the first inspection took place, the date and time for the next inspection, and will include an inspection summary that details the items in need of correction, any items which were inconclusive, and comments and recommendations made by the inspector.

The Notice of HQS Deficiencies contains the reinspection date. Generally, reinspections are scheduled thirty days from the date the deficiencies were detected. If all repairs are not made at the time of the reinspection, a third inspection will not be scheduled until the owner notifies the DHS the dwelling is ready.

The dwelling must pass inspection within the time frame detailed in the notices sent to the property owner, or the Housing Assistance Payment (HAP) could be abated.

If 30 days is not enough time to make required repairs, call the DHS with an approximate date you expect repairs to be completed. In most cases, the inspection can be rescheduled without need for abatement under these circumstances.

Once the HAP has been abated, the owner is **NOT** entitled to retroactive payments. It is better to reach an agreement with the DHS regarding necessary repairs **before** abatement.

In situations where the items are caused by tenant abuse or neglect, the **family** will be held responsible for correcting the deficiencies. The owner **must** give the family written permission to make any repairs themselves, or to arrange to have the repairs made. Or, the owner may opt to make the repairs and bill the family for the cost of the repairs. In this situation, the Housing Assistance Payment will not be abated. However, it must be clear that the deficiencies have been caused by the family. This determination will be made by the Housing Inspector.

Special Inspections

A “special” inspection may be requested by the family or the owner. When a special inspection is conducted, the inspector looks **only** for the item(s) for which the special inspection was requested (.i.e., if a family calls with concerns about a leaky bathroom sink, the bathroom sink will be the only item inspected). A determination is made as to whether or not the item(s) warrants a fail rating, and the owner is notified if repairs need to be made.

Just like the biennial inspection process, a reinspection is scheduled for about 30 days from the date the dwelling received a “fail” rating. If the dwelling does not pass at the time of the reinspection, the owner will have to call when the dwelling is ready for reinspection. Typically, the Housing Assistance Payment will be abated if repairs are not made within 60 days from the date of the first failed inspection.

If the owner requests a special inspection, any items that receive a “fail” rating will require correction. However, the family is responsible for any damages they cause.

Occasionally, when the inspector conducts a reinspection, an additional fail item may be discovered which occurred after the last inspection. In this instance, a “special” inspection is written up. This conforms with our policy of not adding fail items to an existing inspection.

A Note about Inspections

In order for your rental dwellings to pass inspection the first time around, it is a good idea for you as the owner to know what the inspection entails. The appendix of this handbook will serve as a guide for you in performing your own HQS inspections. You may want to make copies of the Housing Quality Standards Inspection Checklist in Appendix A of this guide and use it to inspect your own properties.

Lead in Rental Housing

Lead is a highly toxic metal that may cause a range of health problems, especially in young children. When lead is absorbed into the body, it can cause damage to the brain and other vital organs, like the kidneys, nerves and blood.

Lead may also cause behavioral problems, learning disabilities, seizures and in extreme cases, death. Some symptoms of lead poisoning may include headaches, stomachaches, nausea, tiredness and irritability. Children who are lead poisoned may show no symptoms. Both inside and outside the home, deteriorated lead-paint mixes with household dust and soil and becomes tracked in.

On September 15, 2000, The U.S. Department of Housing and Urban Development (HUD) published a final regulation, "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance." The purpose of the regulation is to protect young children from lead-based paint hazards in housing that is receiving assistance from the Federal government. It applies only to housing that was built before 1978; in that year, lead-based paint was banned nationwide for consumer use.

What are the requirements of the regulation?

Hazard control requirements that apply to rental housing assisted with HUD funds are:

- Stabilization of any deteriorated paint, including correction of any moisture leaks or other obvious causes of paint deterioration, as well as repainting (paint stabilization is not required if the paint is tested and found not to be lead-based paint);
- "Clearance" following paint stabilization to ensure that the work has been completed, that dust, paint chips and other debris have been satisfactorily cleaned up, and that settled dust has low levels of lead; and
- Ongoing maintenance of the paint and periodic reevaluation to ensure that the housing remains lead safe.

For units built before January 1, 1978 receiving Tenant-Based Assistance from programs like the Housing Choice Voucher Program, property owners are also required to provide the residents with the HUD pamphlet "Protect Your Family from Lead in the Home", conduct a visual assessment of surfaces for deterioration, stabilize any deteriorating paint, provide notice to occupants of any lead hazards and also before conducting any work to correct deteriorated surfaces, conduct ongoing Lead-Based Paint maintenance, and respond to any child with an elevated blood lead level.

If you have further questions about the regulations pertaining to lead in rental housing, we recommend that you visit HUD's Healthy Homes and Lead Hazard Control page at hud.gov/lead, or contact the National Lead Information Center at 1-800-424-LEAD.

Family Obligations

In addition to their obligations under their rental agreement, families participating in the Section 8 Rental Assistance Programs must abide by the following Family Obligations in order to continue receiving rental assistance.

The family must:

- Supply any information the Housing Agency (HA) or HUD determines to be necessary including evidence of citizenship or eligible immigrant status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- Disclose and verify Social Security Numbers and sign and submit consent forms for obtaining information.
- Supply any information requested by the HA to verify that the family is living in the dwelling or information related to family absence from the dwelling.
- Promptly notify the HA in writing when the family is away from the dwelling for an extended period of time in accordance with HA policies.
- Allow the HA to inspect the dwelling at reasonable times and after reasonable notice.
- Notify the HA and the owner in writing before moving out of the dwelling or terminating the lease.
- Use the assisted dwelling for residence by the family. The dwelling must be the family's only residence.
- Promptly notify the HA in writing of the birth, adoption, or court awarded custody of any child.
- Request HA written approval to add any other family member as an occupant of the unit.
- Promptly notify the HA in writing if any family member no longer lives in the dwelling.
- Give the HA a copy of any owner eviction notice.
- Pay utility bills and supply appliances that the owner is not required to supply under the lease.
- Any information the family supplies must be true and complete.

The family (including each family member) must not:

- Own or have any interest in the dwelling (other than a cooperative, or the owner of a manufactured home leasing a manufactured home space).
- Commit any serious or repeated violations of the lease.
- Commit fraud, bribery, or any other corrupt criminal act in connection with the program.
- Participate in illegal drug or violent criminal activity.
- Sublease or let the dwelling or assign the lease or transfer the dwelling.

- Receive Section 8 Tenant Based program housing assistance while receiving another housing subsidy, for the same dwelling or a different dwelling under any Federal, State, or local housing assistance program.
- Damage the dwelling or premises (other than damage from ordinary wear and tear) or permit any guest to damage the dwelling or premises.
- Receive housing choice voucher assistance while residing in a unit owned by a parent, child, grandparent, sister, or brother of any member of the family unless the housing agency has determined that approving the rental unit would provide reasonable accommodation for a family member who is a person with a disability
- 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 [of the rental unit].

When a Family Wishes to Move



The lease may be terminated by the family any time after the initial term in accordance with the rental agreement. The family must provide the DHS with a copy of the written notice to vacate.

Prior to the end of the initial term, the family may terminate the lease by Mutual Rescission. The Mutual Rescission must be agreed upon by the family and the owner.

The owner must notify the DHS when the unit becomes vacant. Per the Housing Assistance Payments contract, payments shall only be paid while the family is residing in the contract unit. Therefore, it is very important for the DHS to know the exact date the family vacates the unit.

When the Owner Wishes to Terminate

During the initial term of the rental agreement, the owner may terminate the tenancy only for cause, such as serious or repeated violations of the rental agreement, violation of Federal, State, or local laws, drug related or criminal activity by the tenant, any member of the household, or any other person in the tenant's control, or other good cause. After the initial term of the rental agreement, the owner may terminate the tenancy in accordance with Oregon law. The Department of Housing Services cannot provide legal advice or enforce the rental agreement. If you have questions about terminations of rental agreements, we encourage you to contact your legal representative.

When DHS Terminates Assistance

The DHS may stop providing assistance if:

- The family has committed any fraud in connection with the program;

- The family has violated any of their obligations under the program;
- The family has breached an agreement with the DHS;
- The unit is not in decent, safe, and sanitary condition (HQS) or is no longer appropriate based on changes in family size or composition; or,
- If the owner breaches the contract.

The DHS will notify the owner and the family, in writing, of any termination actions in accordance with the Housing Assistance Payment (HAP) Contract.

Fair Housing

The Federal Fair Housing Act

The federal Fair Housing Act prohibits discrimination in housing because of race, 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 the age of 18) and/or disability. Moreover, the State of Oregon prohibits discrimination on the basis of legal source of income, marital status, sexual orientation, and gender identity. The City of Beaverton also prohibits discrimination based on type of occupation and age over 18. The City of Hillsboro prohibits discrimination on the basis of domestic partnership.

The Fair Housing Act applies to unassisted as well as assisted housing. In rental housing, the following actions, when taken based on any of the prohibited criteria listed above, are considered discriminatory:

- To refuse to rent housing;
- To make housing unavailable;
- Deny a dwelling;
- Set different terms, conditions, or privileges for the rental of a dwelling;
- Provide different housing services or facilities;
- Falsely deny that housing is available for rental;
- For profit, persuade owners to rent (blockbusting);
- Deny anyone access to or membership in a facility or service related to the rental of housing;
- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right; or,
- Advertise, or make any statement that indicates a limitation or preference based on the prohibited criteria.

For tenants with disabilities, an owner may not refuse to allow modification to a dwelling or common use areas at the tenant's expense, if necessary for the disabled person to use the housing. Where reasonable, the owner may permit changes only if the tenant agrees to restore the property to its original condition upon move-out. Additionally, owners cannot refuse to make reasonable accommodation in rules, policies, practices, or services if necessary for the disabled person to use the housing. For example, a building with a "no pets" policy must allow a person with disabilities to keep an assistance animal.

For new buildings ready for first occupancy after March 13, 1991 which have four or more units and no elevator, all ground floor units must have: common areas accessible to persons with disabilities; doors and hallways wide enough for wheelchairs; accessible routes into and through the unit; accessible light switches, electrical outlets, thermostats, and other environmental controls; reinforced bathroom walls to allow installation of grab bars; and kitchen and bathrooms that can be used by persons in wheelchairs.

Unless a building or community qualifies as housing for older persons, it may not discriminate based on familial status. In other words, it may not discriminate against families in which one or more children under 18 live with a parent, a person who has legal custody of the child(ren), or the designee of the parent or legal guardian with the parent's or guardian's written permission. This protection also applies to pregnant woman and anyone securing the custody of a child under 18.

If you would like more information on the Fair Housing Act or local Fair Housing and Equal Opportunity requirements, you may contact the Fair Housing Council of Oregon (FHCO) at www.fhco.org, or (800) 424-3247, or the HUD Office of Fair Housing and Equal Opportunity (FHEO) online at www.hud.gov/offices/fheo/ or (800) 669-9777.

Local Fair Housing Requirements

Local jurisdictions may also establish their own fair housing requirements. In Washington County, Oregon, there are several that apply. At the time of this publication, the following locally mandated protected classes are in effect:

Oregon Protected Classes: Federal protected classes plus:

- Legal source of income (including the Voucher)
- Marital status
- Sexual orientation
- Gender identity

Beaverton: Federal and State protected classes plus:

- Type of occupation
- Age over 18

Hillsboro: Federal and State protected classes plus:

- Domestic partnership

It is important for owners to also be aware that effective July 1, 2014, Oregon House Bill 2639 amended the Oregon Revised Statutes to include federal rent subsidy payments under 42 U.S.C 1437f, and any other local, state, or federal housing assistance, in the definition of the term “source of income.” This means that A owner may not refuse to rent to an applicant or tenant, or treat an applicant or tenant differently from others, because their source of income is a Section 8 voucher or other form of housing assistance.

This means that owners in the state of Oregon cannot refuse applications based on the applicant having a Section 8 Housing Choice Voucher (or other rental assistance). However, owners can still deny applications based on their screening criteria (credit, past rental history, criminal background).

The DHS encourages owners of rental property to be informed about Fair Housing requirements. They are applicable to the Voucher program, and local requirements may change at any time. The DHS recommends checking with the Fair Housing Council of Oregon (www.fhco.org) or your local jurisdiction for the latest requirements.

A Summary of the Program

The Tenant Based Rental Assistance Programs allow private owners to enter into Housing Assistance Payments Contracts with the Washington County Department of Housing Services to pay rent on behalf of participating, eligible, low income families.

A family cannot be assisted unless they have applied, been determined eligible, and issued a Certificate or Voucher. **Remember**, the DHS **does not** check references or screen families based on rental history. We only provide financial assistance to help low income families pay rent.

An eligible family who wishes to rent a dwelling will ask an owner to complete a Request for Tenancy Approval Packet. Once it is completed and returned to the DHS, an inspection is scheduled.

When the unit passes the Housing Quality Standards Inspection and the rent is established, the DHS will prepare the Tenancy Addendum and HAP Contract for signatures. This authorizes the issuance of Housing Assistance Payments, which the DHS pays directly to the owner each month, via check or Electronic Funds Transfer (EFT), during the term of the Contract.

***Appendix A:
Housing Quality Standards
Inspection Checklist
and
Additional Local Requirements***

Inspection Checklist

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(Exp. 04/30/2018)

Housing Choice Voucher Program

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection <input type="checkbox"/>		Date of Last Inspection (mm/dd/yyyy)	PHA

A. General Information		Housing Type (check as appropriate) <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise: 3, 4 Stories, Including Garden Apartment <input type="checkbox"/> High Rise: 5 or More Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other
Inspected Unit	Year Constructed (yyyy)	
Full Address (including Street, City, County, State, Zip)		
Number of Children in Family Under 6		
Owner		
Name of Owner or Agent Authorized to Lease Unit Inspected		Phone Number
Address of Owner or Agent		

B. Summary Decision On Unit (To be completed after form has been filled out)			
<input type="checkbox"/> Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms	
<input type="checkbox"/> Fail			
<input type="checkbox"/> Inconclusive			

Inspection Checklist					Final Approval Date (mm/dd/yyyy)
Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	
1.1	Living Room Present				
1.2	Electricity				
1.3	Electrical Hazards				
1.4	Security				
1.5	Window Condition				
1.6	Ceiling Condition				
1.7	Wall Condition				
1.8	Floor Condition				

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2. Kitchen						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
3. Bathroom						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Item No. 4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____Floor Level	
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors					
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____Floor Level	
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors					
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____Floor Level	
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code * and Room Location				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear _____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear _____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
5. All Secondary Rooms (Rooms not used for living)						
5.1	None Go to Part 6					
5.2	Security					
5.3	Electrical Hazards					
5.4	Other Potentially Hazardous Features in these Rooms					

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

ADDITIONAL LOCAL REQUIREMENTS	Yes/Pass	No/Fail
1. Walls: Is plaster/drywall free from cracks/sagging or other major damage?		
2. Windows: Are window sashes solid and intact, properly fitted, and free from damage and/or deterioration? Do all windows provide a weather-tight seal?		
3. Doors: Are all exterior doors weather-tight, lockable, have no holes, have all trim intact, and have a threshold? Are all interior doors free from holes that breach both sides of the door and open-able without the use of a key?		
4. Floors: Are all floors smooth (free from tripping hazards) and finished? Do all floors have transition trim/sealing where flooring meets the wall or another type of flooring? Are floors free from exposed nail heads, tape/securing material?		
5. Sinks: Do all sinks and commode water lines have shut-off valves (unless faucets are wall mounted)?		
6. Toilets: Are all toilets free from worn/cracked toilet seats/lids? Do all tank lids fit properly?		
7. Security: If window security bars/security screens are present, are they equipped with a quick release system?		
8. Smoke Detectors: Is there at least one (1) working smoke detector on each level of the home? If the home has an area for living/sleeping that is generally separated from the main living area, has an additional smoke detector been installed in the separated area? Do all smoke detectors have 10-year batteries, a test button, and a silencer/hush button?*		
9. Electrical/Mechanical Equipment: Is all electrical/mechanical (such as dishwashers, laundry equipment, etc) supplied by the owner in good working order and does not pose a danger to the family?		
10. Water Heater: Is the water heater equipped with a discharge line from the Temperature/Pressure Relief Valve that is aimed toward the floor or plumbed, and made of metal or a material rated to handle water at temperatures exceeding 120 degrees Fahrenheit?		
11. Modifications to the Unit to Accommodate a Disability: Have any modifications to accommodate a disability been done in such a way that they meet the other requirements of HQS and building codes?		
12. Exterior Identification of the Unit: Is the address of the unit identifiable from the exterior? Is the street number (single family homes) or unit number (multi-family units) displayed on the exterior of the unit? Is the street number/unit number readable?		
13. Potable Water: If the unit has a water source other than a municipal connection (i.e. wells, pumps, springs), has the water been tested, and approved, for potability by an appropriate testing agency?		

* Be aware that the minimum requirements for smoke detectors to meet HQS may not meet local code requirements. The Department of Housing Services encourages owners of rental housing to check with the local jurisdiction or fire department to ensure compliance with local code.

Appendix B: Rent Reasonableness Factors

Below, the factors used as points of comparison for determining rent reasonableness are listed.

Age

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> New Construction | <input type="checkbox"/> 5 - 20 Years |
| <input type="checkbox"/> 21 - 50 years | <input type="checkbox"/> 51+ years |

Amenities and Facilities

- | | |
|--|--|
| <input type="checkbox"/> Blinds/Drapes Incl. | <input type="checkbox"/> Carpet |
| <input type="checkbox"/> Coin-op Laundry | <input type="checkbox"/> Deck or Patio |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Fireplace/Woodstove |
| <input type="checkbox"/> Garage or Carport | <input type="checkbox"/> Garbage Disposal |
| <input type="checkbox"/> Greenspace for All Residents | <input type="checkbox"/> Resident Parking |
| <input type="checkbox"/> Playground | <input type="checkbox"/> Pool |
| <input type="checkbox"/> Range/Stove Provided | <input type="checkbox"/> Rec Room |
| <input type="checkbox"/> Refrigerator Provided | <input type="checkbox"/> Storage |
| <input type="checkbox"/> W/D Hookup | <input type="checkbox"/> W/D Provided |
| <input type="checkbox"/> Other Amenities or Facilities | <input type="checkbox"/> Private Yard |

Housing Services

- | | |
|--|---|
| <input type="checkbox"/> Scheduled Carpet Cleaning | <input type="checkbox"/> Hot Water - Owner Supplied |
| <input type="checkbox"/> Scheduled Interior Painting | <input type="checkbox"/> Lawn Care Provided |
| <input type="checkbox"/> Other Service Not Listed | |

Location

- | | |
|---|---|
| <input type="checkbox"/> Residential Neighborhood close to most services. | <input type="checkbox"/> Residential Neighborhood far from most services. |
| <input type="checkbox"/> Commercial Area | <input type="checkbox"/> High Density Area |
| <input type="checkbox"/> Industrial | <input type="checkbox"/> Rural location - no nearby services. |

Maintenance

- | | |
|---|---|
| <input type="checkbox"/> Excellent Maintenance | <input type="checkbox"/> Good Maintenance |
| <input type="checkbox"/> Fair Maintenance | <input type="checkbox"/> Poor Maintenance |
| <input type="checkbox"/> No Maintenance/Tenant Maintained | |

Quality

- | | |
|------------------------------------|-------------------------------|
| <input type="checkbox"/> Excellent | <input type="checkbox"/> Good |
| <input type="checkbox"/> Fair | <input type="checkbox"/> Poor |

Size Other

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Large Rooms | <input type="checkbox"/> Average Rooms |
| <input type="checkbox"/> Small Rooms | |

Size Square Feet

- | | |
|-------------------------------------|--------------------------------|
| <input type="checkbox"/> Very Large | <input type="checkbox"/> Large |
| <input type="checkbox"/> Average | <input type="checkbox"/> Small |

Unit Type

- | | |
|---|--|
| <input type="checkbox"/> Multifamily | <input type="checkbox"/> 3 or 4 Plex |
| <input type="checkbox"/> Duplex | <input type="checkbox"/> Manufactured Home |
| <input type="checkbox"/> Single Family Dwelling | |

Utilities

- | | |
|--|--|
| <input type="checkbox"/> Water Included | <input type="checkbox"/> Sewer Included |
| <input type="checkbox"/> Garbage Included | <input type="checkbox"/> Electricity and/or Gas Included |
| <input type="checkbox"/> Cable Provided | <input type="checkbox"/> Phone Service Included |
| <input type="checkbox"/> Internet Provided | |

Our tenant-based rental assistance programs are successful through the efforts of owners like you.

We thank you for your interest.

Contact Us...



If you have any questions about Tenant Based Rental Assistance, please give us a call at **(503) 846-4794**



You may email general questions to **washco_housing@co.washington.or.us**.



You may also visit us online at **www.co.washington.or.us/housing**.

If you need to contact your tenant's Occupancy Specialist, a current caseload list, including direct phone numbers and email addresses, is always available at **www.co.washington.or.us/housing/contact-dhs.cfm**.

This booklet has been provided as a public service by the



Department of Housing Services
www.co.washington.or.us/housing