

# ***Fort Smith Housing Authority***

2100 North 31<sup>st</sup> Street  
Fort Smith, Arkansas 72904  
(479) 782-4991 FAX (479) 782-0120

## **OWNER/LANDLORD RESPONSIBILITIES**

1. Performance of all management and renting functions
2. Payment of utilities and services (unless paid directly by the family)
3. Performance of all ordinary and extraordinary maintenance
4. Collection of family rents
5. To respond in a reasonable time to calls by the family for services consistent with the obligations under the lease
6. Provide extermination services and repainting of the unit as conditions may require
7. To not terminate tenancy, increase rent, and/or decrease services as a retaliatory measure against the family
8. To maintain and operate the dwelling unit and related facilities, while assuring the Housing Authority that the unit is decent, safe, and sanitary.
9. Not to discriminate against the family in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, sex, or national origin
10. Assure the Housing Authority that the contract unit is leased to the legal family identified in the lease and contract
11. Not to charge additional payments, or other considerations from the tenant as rent for the contract unit
12. Not to make any transfer of ownership in any form of this contract without first notifying this agency
13. Owner must notify the agency in writing of the commencement of procedures for termination of tenancy, at the same time that the owner gives notice to the family under State or Local law. The notice to the agency may be given by furnishing to the agency a copy of the notice to the family
14. Owner shall comply with all requirements of the HAP contract. The owner shall neither (1) terminate the tenancy during the term of the contract and lease, nor (2) refuse to enter into a new lease with the family unless the owner decides not to enter into a new HAP contract with respect to the contract unit, except for:
  - a. Serious or repeated violation of the terms and conditions of the lease
  - b. Violation of applicable Federal, State, or Local law
  - c. Other good cause

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## **Housing Quality Standards (HQS) Checklist**

### **ALL ROOMS**

- No peeling paint on the inside of the unit
- No peeling paint on the outside of the unit
- No large holes or cracks that allow drafts, or severe buckling or deterioration in walls, ceilings, or floors
- All windows must have locks and must not be broken or cracked
- No broken, frayed, or exposed wiring
- No broken, cracked, or missing outlet or light switch cover plates
- No roaches or mice

### **LIVING ROOM & BEDROOMS**

- At least one window that opens if designed to open
- At least one overhead light and one electrical outlet or two electrical outlets

### **KITCHEN**

#### **MUST HAVE:**

- At least one permanent light fixture and one electrical outlet and space to prepare food
- Working stove top and oven (all burners working and all operating knobs present)
- Sink with hot and cold running water (separate from the bathroom sink)
- Working refrigerator

### **BATHROOM**

#### **MUST HAVE:**

- Window that opens or a working exhaust vent
- One permanent light fixture
- A flush toilet
- Tub or shower with hot and cold running water
- Sink with hot and cold running water (separate from kitchen sink)

### **MISCELLANEOUS**

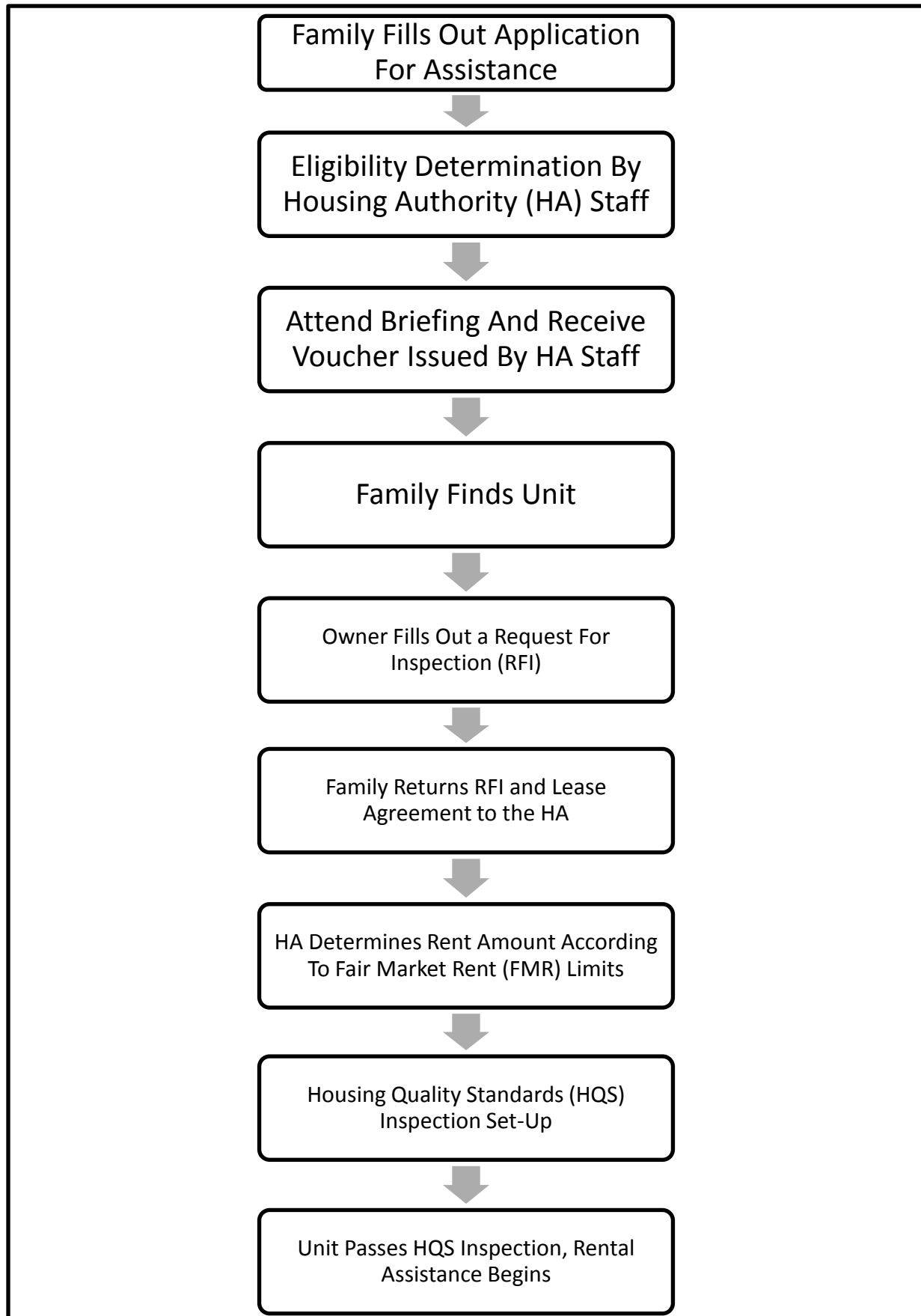
- Windows need screens
- Must have a roof and foundation that do not leak
- Must have guard rails if the porch is over 30 inches high and handrails where 3 or more steps lead to unit
- Water heater must have downward pipe on the pressure relief valve
- At least two exits from the unit in case of fire and a private entrance
- MOBILE HOMES: 2 smoke detectors and tied down
- Must have a working smoke detector in every rental unit

### **PLUMBING**

- Gas water heater must be enclosed, equipped, and installed in a safe manner
- Water heater must have a discharge line and pressure relief valve
- Unit must be free from major leaks or corrosion that causes serious levels of rust and/or contamination of drinking water
- Unit must be served by an approvable public or private sanitary water supply

# Section 8 Certificate / Vouchers

## Steps in Leasing a Unit



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## **HOUSING ASSISTANCE PAYMENTS (HAP) FORT SMITH HOUSING AUTHORITY (FSHA) PAYMENT POLICY**

### **Payments to Owners**

1. The HAP portion of the contract rent will be sent directly to the owner of the unit.
2. Payment will be **DIRECT DEPOSITED** on the first day, or no later than the fifth day, of each month. Checks cannot be released prior to the period for which they are made.
3. If a contract begins mid-month the first payment will be prorated to the first of the following month. Afterwards, payments will be made for the first through the last day of each month.

### **Possible Reason for Payment Delays**

1. First of month was a holiday and next business day was two to three days after the first.
2. Tenant may have reported a change in income, family status, or medical expenses. If this happens, the FSHA may be awaiting verifications from the tenant or other sources; in order to determine the correct amount of housing assistance payment.
3. Unit may no longer meet housing quality standards (HQS) and the FSHA may be awaiting notification from you that the unit has been brought back up to standards.
4. FSHA may have received notification that the tenant has moved and is currently investigating.
5. FSHA may have been informed of fraudulent matters and is currently investigating.

These are just some examples of why your payment may be delayed. FSHA tries to give ample notification to both the owner and tenant if it is determined that payment must be delayed; however, it is not always possible. If you have a question regarding your payment, please feel free to contact us.

If payment has been delayed, it is the responsibility of the owner and/or tenant to cooperate in every way as quickly as possible in order to expedite payment.

### **Owner Responsibilities**

1. FSHA assumes **NO** management responsibilities
2. It is the owner's responsibility to ensure the tenant abides by the terms of their lease agreement
3. By accepting the HAP, the owner certifies that the tenant named on the lease is in residence at the unit specified under the HAP contract and the unit currently meets HQS.
4. The FSHA **IN NO WAY** assumes responsibility for the tenant's portion of the contract rent.
5. Failure to fulfill their management responsibilities may result in a temporary suspension or termination of the HAP Contract and may require repayment of HAP payment for the period in question.

**Allowances for Tenant  
Furnished Utilities and other  
Services**

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

OMB Approval No. 2577-0169

Locality: <b>Fort Smith Housing Authority, AR</b>		Unit Type: <b>Detached House (Single-Family)</b>				OCTOBER	2011
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	\$18.00	\$27.00	\$37.00	\$47.00	\$57.00	\$67.00
	b. Bottle Gas/Propane	\$38.00	\$62.00	\$85.00	\$109.00	\$134.00	\$156.00
	c. Electric	\$18.00	\$25.00	\$31.00	\$38.00	\$44.00	\$50.00
	d. Oil / Other						
Cooking	a. Natural Gas	\$4.00	\$5.00	\$7.00	\$8.00	\$10.00	\$11.00
	b. Bottle Gas/Propane	\$9.00	\$13.00	\$16.00	\$20.00	\$22.00	\$27.00
	c. Electric	\$5.00	\$7.00	\$8.00	\$10.00	\$12.00	\$14.00
	d. Coal / Other						
Other Electric (Lights & Appliances)		\$20.00	\$29.00	\$38.00	\$49.00	\$57.00	\$64.00
Air Conditioning		\$7.00	\$9.00	\$15.00	\$22.00	\$28.00	\$35.00
Water Heating	a. Natural Gas	\$6.00	\$10.00	\$13.00	\$17.00	\$20.00	\$24.00
	b. Bottle Gas/Propane	\$16.00	\$25.00	\$33.00	\$40.00	\$49.00	\$58.00
	c. Electric	\$9.00	\$14.00	\$18.00	\$23.00	\$28.00	\$33.00
	d. Oil / Other						
Water		\$37.00	\$37.00	\$46.00	\$53.00	\$61.00	\$68.00
Sewer		\$15.00	\$16.00	\$21.00	\$25.00	\$30.00	\$34.00
Trash Collection		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Range / Microwave Tenant-purchased		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Refrigerator Tenant-purchased		\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Other--specify: <b>Monthly Electric Fee \$10.92</b>		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
<b>Monthly Gas Fee \$9.90</b>		\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
<b>Actual Family Allowances</b>				Utility or Service		per month cost	
To be used by the family to compute allowance. Complete below for the actual unit rented.				Heating		\$	
				Cooking		\$	
Name of Family				Other Electric		\$	
				Air Conditioning		\$	
				Water Heating		\$	
				Water		\$	
Address of Unit				Sewer		\$	
				Trash Collection		\$	
				Range / Microwave		\$	
				Refrigerator		\$	
				Other		\$	
				Number of Bedrooms		\$	
				Total		\$	

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## **Total Tenant Payment**

(Certificate Program)

The following is an illustration of Tenant Rent and the amount HUD will pay:

				Family Income (30%)				Family Income (30%)							
Contract Rent		Utility Cost		Gross Rent		HUD Rent		Family Income (30%)		Utility Cost		Tenant Rent			
\$350	+	\$74	=	\$424	-	\$140	=	\$284	\$140	-	\$74	=	\$66		

HUD Payment is \$284  
Tenant Payment \$66  
\$350

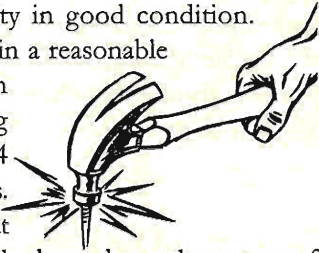
## **Fort Smith Housing Authority's Occupancy Standard**

Br/ Size	Minimum # of People	# of Minors	Maximum # of people	# of Minors
0 bed	1	0	1	0
1 bed	1	0	2	1
2 bed	2	1	4	3
3 bed	3	2	6	5
4 bed	5	4	8	7
5 bed	7	6	10	9



## WHAT ARE MY RIGHTS AND RESPONSIBILITIES AS A LANDLORD?

- Maintain your property in good condition. Complete repairs within a reasonable amount of time upon request by the housing authority or tenant, 24 hours for emergencies. The amount of time that is considered reasonable depends on the nature of the problem.
- Set reasonable rules about use of unit and common areas.
- Do not enter a unit without tenant's permission and proper notice except for emergencies or tenant requested repairs.
- Collect appropriate security deposit as directed under the program and use it only as directed by state law.
- Comply with equal opportunity requirements.
- Enforce tenant obligations under the lease.
- Expect your tenant to:
  - Pay rent on time
  - Keep unit clean
  - Avoid illegal activity
  - Permit access for repairs
  - Avoid damage to property
  - Refrain from disturbing others
  - Allow only those occupants on the lease to reside in the unit
- Comply with terms and conditions of lease and HAP contract.
- Take action through Magistrate's Court to evict when tenant violates the lease.



## LANDLORD INFORMATION

### SECTION 8 HOUSING



### For information in your area:

Fort Smith Housing Authority  
2100 North 31st Street  
Fort Smith, AR 72904  
479-782-4991

[www.fortsmithhousing.org](http://www.fortsmithhousing.org)

*Housing Choice  
Voucher Program*



## ***WHAT IS SECTION 8?***

The Section 8 program provides assistance for low income families in the private rental market through the Housing Assistance Payments Program.

RENTAL VOUCHER HOLDERS select a unit from the private rental market. Rental assistance makes market rate housing affordable. Program participants normally pay no more than 30% of monthly adjusted income towards rent and utilities. The Housing Assistance Payment subsidizes the balance of the rent to the property owner.

## ***WHAT ARE THE REQUIREMENTS FOR MY UNIT TO BE RENTED TO AN ASSISTED FAMILY?***

The unit must meet HUD Housing Quality Standards and the rent must be approvable within HUD Fair Market Rents and market rate comparable (copy of HQS available).

## ***HOW DO I MAKE A UNIT AVAILABLE TO VOUCHER HOLDERS?***

You may call the Leased Housing office to have the unit listed on our list of available units. You may also advertise in the newspaper with the phrase "will accept Section 8." Our families look for those listings.



## ***WHAT DO I DO WHEN A VOUCHER HOLDER IS INTERESTED IN MY UNIT?***

### **LANDLORD SCREENS TENANTS**

You must screen the prospective tenant carefully to insure you are making a good selection. When one of our families contacts you, we can only certify to you their income eligibility for the program. We cannot provide a reference as to their expected behavior as tenants. You may use any or all of the following screening procedures:

- Credit Check
- Landlord References
- Criminal Check
- Home Visits

We encourage all of the above screening methods as long as you do not discriminate. Discrimination includes any tenant selection based on race, color, religion, ancestry, sex, country of birth, handicap or familial status. The prohibition against discrimination based on familial status makes it illegal, in most circumstances, to refuse to allow children to live in a residential unit.

### **REQUEST FOR TENANCY APPROVAL**

When you have selected a tenant, he/she will have a "Request for Tenancy Approval" form for you to complete. When the tenant submits the form to our office, a housing representative will contact you to schedule an inspection.

### **INSPECTION AND RENT**

The unit will be inspected to insure that it meets HUD Housing Quality Standards. You will also be mailed a copy of the inspection repair list, if applicable.

## **LEASE AND CONTRACT**

After the unit passes inspection and the rent has been approved, the landlord and tenant enter into a lease for an initial term of one year. The Housing Authority and the landlord sign a Housing Assistance Payments Contract through which the rent is assisted on behalf of the tenant.

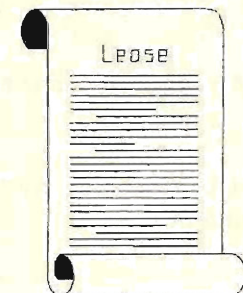
### **CAN I COLLECT A SECURITY DEPOSIT?**

- Yes
- The Housing Authority prohibits security deposits in excess of private practice, or in excess of amounts charged by the owner to unassisted tenants.



### **WHAT IS THE TERM OF THE LEASE AND CONTRACT?**

After one year, the lease is renewed for a specified time period (ex., month-to-month, six months, etc.). The tenant may vacate with a notice after the term of the lease expires. If the tenant remains in the unit, the tenant is recertified for eligibility and the unit is inspected for Housing Quality Standards annually, at which time the landlord may request an annual adjustment rent increase which must be approved by the Housing Authority. This request must be submitted in writing to the Housing Authority and tenant sixty days prior to renewal.





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## **Shopping for rental housing**

Before you make a decision about the type of rental housing most suitable for you, you should consider community characteristics such as:

- |                            |                            |
|----------------------------|----------------------------|
| 1. Medical Care Facilities | 4. Churches                |
| 2. Public Transportation   | 5. Recreational Facilities |
| 3. Shopping Areas          | 6. Schools                 |

If you have a large family or your life style requires space, you may prefer a detached house; however, this depends upon the type of rental housing available. In selecting the area of the city in which you wish to live, you should assess the community and public services in the area. Your choice should be in relation to your needs and your wants. For example, a family with children would need nearby public schools; while elderly persons might consider security and proximity to medical care as the most important elements of a good community.

## **How to determine what you can afford**

Whatever your family's needs may be, the relative costs with respect to your financial ability to meet those costs, is a crucial factor. The amount of money you decide to spend in meeting housing costs will affect how much or how little you will have left for other things such as food, clothing, school, health needs, utilities and emergencies.

## **Types of rental selections**

Various types of housing offer different features and one type may appeal to you more than another, or one may be more affordable. An apartment provides the most service and requires the least responsibility on your part. Someone else takes care of the mechanical systems, yard work, redecorating, and repairs. Some, if not all, of the utilities may be included in the rent payment. An attached house (duplex) differs from an apartment mainly in two ways. You have a yard, although sometimes only a very small one and you assume some responsibility for the maintenance of the place. The care of the yard, maintenance of heating and the general upkeep of the house may be your responsibility. In a detached house, you have more house space, a larger yard, perhaps a carport, garage or parking space, and more privacy than in either of the other types of housing. You assume responsibility for the upkeep of the home. You pay the usual expenses involved in running a home, such as utilities and grass cutting.



### **How to find a place to rent**

**Friends**—ask your friends if they know of any available places to rent.

**Newspapers**—classified ads can give you an idea of the rents being charged for various types and sizes of apartments in various locations.

**Apartment Management**—if you know of an apartment in a building where you think you might like to live, go there directly and talk with the manager.

**Real Estate Agencies**—by calling brokers, particularly those located near the area where you are looking, you can very often turn up some leads. The housing authority also has a list of units that have agreed to accept Section 8 vouchers.

**Foot or Auto Search**—Walk or drive around the neighborhood you want to live in. One of the residents might alert you to an available rental unit.

### **Making the selection**

Looking for a place to live is like looking for employment. It is important to make a good impression on the prospective landlord. Be sure that you apply in person, be courteous, and fill out the application form completely and honestly.

**Rental Record**—your past rental record as well as your employment history will be considered.

Inspect the premises before renting. Do not rent in haste or try to grab the first vacancy you see. Take as much care in choosing a place to rent as you would a place to buy.



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## **TENANT RESPONSIBILITY**

1. To pay the rent promptly when it is due.
2. To keep the premises in a clean and sanitary condition and to comply with all laws, health, and policy requirements. To dispose of all ashes, garbage, rubbish, and other waste from the premises in a sanitary and safe manner.
3. Not to use premises for any purpose deemed hazardous by insurance companies carrying insurance thereon.
4. Not to install hot tubs, washing machine or dryer connections in dwelling unit without prior written permission from the Lessor.
5. Not to have any household animals or pets of any kind on the premises other than those expressly permitted in writing by the Lessor.
6. Not to make any alteration, addition, or improvements to the property, in or on the premises without the consent of the Lessor in writing.
7. To permit the Lessor or his/her agent to enter the premises for the purpose of making inspections, repairs, or to show the unit to potential buyers, at reasonable times after advance notice or anyone from the Fort Smith Housing Authority.
8. Not to assign the lease or allow any unauthorized person(s) to move in and share the benefit of a subsidized housing unit without prior approval from the Fort Smith Housing Authority and Lessor. Additional person(s) occupying the unit other than those listed on the application is a violation of the lease and abuse of federal funds.
9. To pay reasonable charges (other than for wear and tear) for the repair of damages to the premises caused by the tenant, his/her household or guests. To refrain from and to cause his/her household to refrain from destroying, defacing, damaging, or removing any part of the premises.
10. To conduct him or herself and cause other persons who are on the premises with his/her consent to conduct themselves in a manner which will not disturb his/her neighbor's peaceful enjoyment of their accommodations.
11. To refrain from illegal or other activity which impairs the physical or social environment of the unit.

12. Not engage in drug-related criminal activity or violent criminal activity. The Fort Smith Housing Authority has the right to deny rent assistance and/or terminate assistance to any head of household, spouse, or family member involved in the felonious manufacturing/distribution of a controlled substance.
- 13. To notify the Housing Authority within ten (10) days whenever you start a job, lose your job, receive lump sum settlements, receive additional sources of income and money, increases and decreases in income, changes in medical and unusual expenses (i.e. medical bills you are making regular monthly payments on, child care and nursing expenses) incurred by you, and changes in your family composition. You may claim medical expenses as a deduction, if you are disabled, handicapped, or elderly.**
14. To cooperate with the agency in locating another unit when you are no longer eligible to occupy the contract unit due to overcrowded conditions, under occupied unit, and when the Landlord fails to make necessary repairs to the housing unit.
15. To honor the lease for a twelve (12) month period, and to issue a thirty (30) day written notice to your Landlord and the Housing Authority during the eleventh (11<sup>th</sup>) month of the lease, if you should decide to find another place to live.
16. To come into the office once a month for evaluation whenever you report having no source of income or money in your household, and when your household income is considered unstable.
17. To pay utilities when they become due and not to disconnect utility services without giving written notice to the Housing Authority and Landlord. Utility reimbursement checks must be used to pay utility bills.
18. To report problems such as: heating equipment, plumbing, kitchen and bathroom fixtures, broken windows, faulty appliances, etc., directly to your Landlord before calling the Housing Authority.
19. Anyone in the household eighteen (18) years of age prior to the execution of the Housing Assistance Payment Contract, or who will turn eighteen (18) thereafter is considered an adult and is required to come into the office for evaluation. If you are a full-time student and employed, you must provide the agency with verification from the school and employer, or whichever applies.
20. We urge you to get receipts for any payments you make.



## **REQUEST FOR INSPECTION (RFI)**

***CALL FOR AN APPOINTMENT TO RETURN!!!***  
***479-785-4881***

### **THIS RFI WILL BE HONORED ONLY IF THE FORT SMITH HOUSING AUTHORITY HAS THE NECESSARY FUNDS**

The family identified on this form has requested participation in the Section 8 Rent Supplement Program administered by the Fort Smith Housing Authority (FSHA). The purpose of the rent supplement program is to assist Qualified Applicants in leasing a decent, safe, and sanitary dwelling from a Landlord. The FSHA will make Housing Assistance Payments (HAP) to the Landlord on behalf of the Tenant Family:

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Number of Minors: \_\_\_\_\_ Voucher bedroom size: \_\_\_\_\_

The undersigned Owner/Agent (Lessor) and Family (Lessee) hereby request the FSHA to inspect the dwelling unit and determine whether or not the unit meets Federal Minimum Housing Quality Standards (HQS) pursuant to HUD regulations.

Number of Bedrooms: \_\_\_\_\_ Year built: \_\_\_\_\_

Address: \_\_\_\_\_ Apt. No.: \_\_\_\_\_

City/Town: \_\_\_\_\_ Zip Code: \_\_\_\_\_

The following utilities are paid by the Landlord: \_\_\_\_\_

Type of heating unit: \_\_\_\_\_

Type of cooling: Window A/C or Wall Unit \_\_\_\_\_ Central Air: \_\_\_\_\_ None: \_\_\_\_\_

Is the unit heated by electric, gas, or propane: \_\_\_\_\_

Is the Cook Stove electric, gas, or propane: \_\_\_\_\_

Is the Water Heater electric, gas, or propane: \_\_\_\_\_

What appliances are you providing the Resident with? \_\_\_\_\_

Furniture rental amount, if applicable. (Not to be included as part of the rent): \$ \_\_\_\_\_

## CERTIFICATION BY OWNER

I certify that the maximum rent charged for the above unit is \$\_\_\_\_\_, and I agree not to accept side payments, or increase the rent during the term of this Contract.

I have chosen to charge a maximum deposit of \$\_\_\_\_\_

I agree to maintain and operate the above unit and related facilities to provide decent, safe, and sanitary housing, including the provision of all the services, maintenance and utilities agreed upon.

I agree not to discriminate against any person on the basis of handicap, age, race, color, creed, religion, sex, national origin, or familial status.

I certify that I have the legal right to lease the dwelling unit, and that **I AM NOT RELATED TO ANY MEMBER OF THE LEASING FAMILY**, unless this is a reasonable accommodation for a family member who is disabled.

**NOTE:** The party executing the Contract on behalf of the Owner hereby warrants that authorization has been given by the owner to execute it on behalf of the Owner.

**PHA Determination:** The PHA will notify the Lessor, and Lessee as to whether or not the unit is approved or disapproved. Under no circumstances is the FSHA liable for any part of the rent prior to the housing unit passing inspection and the execution of the Housing Assistance Payment Contract.

\_\_\_\_\_  
Owner's Name

\_\_\_\_\_  
Agent completing form (if applicable)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone #