

**When do landlords get their Housing Assistance Payments (HAP)?** HAP funds are released twice a month. The first being by the 5<sup>th</sup> business day of every month. The second being no later than the last day of the month. This is to pay for all mid-month and pro-rated contracts. All funds are direct deposited.

**How do I know when HAP was released?** All active landlords have access to our vendor portal so they may view or print client ledgers, 1099s, inspections, update landlord information and view housing case managers contact information.

**What is the quickest way to get HAP released by the case manager?** Email is the suggested and fastest way to send completed contracts to the housing case manager. Landlord can fax, drop off, or mail in the information as well. Once the housing case manager receives the signed contract and landlord certification, the HAP payment will be released for payment at next HAP release.



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### Responsibilities of an owner/landlord

- Process and approve applicants for residency.
- Comply with equal opportunity requirements.
- Maintain the property and complete repairs within a reasonable time. Emergency repairs (smoke alarms, etc.) are required to be completed within 24hrs.
- Collection of family security deposit, residents rent portion, and any other charges due from the family.
- Not to charge additional payments from the resident as rent for the contract unit.
- Comply with the Violence Against Woman Reauthorization Act (VAWA) of 2005.
- Enforce resident obligations under the lease. Any lease infractions given to the resident need to be copied and given to their housing case manager.
- Comply with terms and conditions of the HAP contract and tenancy addendum.
- Notify resident according to the lease when entering unit for inspections.
- Notify the Housing Authority when selling or transferring property.

FORT SMITH HOUSING AUTHORITY  
2100 NORTH 31<sup>ST</sup> STREET  
FORT SMITH, ARKANSAS 72904  
PHONE: 479-782-4991  
FAX: 479-709-9381



## LANDLORD INFORMATION

### SECTION 8 HOUSING

### Frequently Asked Questions



To become a participating  
landlord email:

[info@fortsmithhousing.org](mailto:info@fortsmithhousing.org)

To request a landlord packet, go to

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

Click on section8, landlord, scroll to bottom of page,  
click on landlord pkt.

**What is Section 8?**

Section 8 is Rental Housing Assistance in the private rental market. The Fort Smith Housing Authority administers these vouchers for Sebastian County.

**Who is eligible?** Families with low to moderate income. Once a family is eligible, the family selects a unit in the Sebastian County area. Families will pay no more than 30-40% of the monthly adjusted income towards rent and utilities for that specific unit. The Housing Assistance Program subsidizes the balance of the rent to the owner/mgmt. company.

**How do I become a Section 8 landlord?** The owner must complete (3) forms, pass background check, cannot owe any other Housing Authority within the United States, and cannot have a pending case with Fair Housing. The owner cannot be debarred or on suspension or cannot be related to the client. The owner also must provide proof of ownership of the property, provide management agreement, if applicable, a voided check, and provide tax ID or social security number.

**How do I list my property on Section 8?**

Landlords can list properties on [gosection8.com](http://gosection8.com), complete our "list your property" form available on our website and email the completed form to our office. Our office will then list your property on our rental list given to families at their request or at our monthly briefings. Landlords can also advertise with a phrase "will accept Section 8 vouchers".

**Are there any other requirements to rent my units?**

Yes. The unit must pass our HUD Housing Quality Standards (HQS), the unit must be located within Sebastian County, the total rent must be approvable within the HUD fair market rents, and comparable with the local market rate units. Fair Market Rents are listed on our website as well as the HQS checklist.

**What do I do when a Section 8 family contacts me?**

You must screen all applicants equally according to your application process. We only certify the landlord the family's income eligibility for the program. We do encourage landlords to screen applicants. Once you have screened your applicant and approved the family for residency, the landlord and applicant will complete and sign the Request for Inspection (RFI). Once completed and signed by both parties, the applicant will contact our office for an appointment.

**When is the unit inspected?**

Once the applicant returns the completed RFI, our office will determine eligibility based on the total rent, utilities, applicant's adjusted income, and fair market rent. Once approved, a housing case manager will contact the landlord to schedule an inspection. The unit will be inspected to insure it passes the HUD Housing Quality Standards (HQS). If the unit does not meet HQS, a repair list will be emailed to you. Once repairs have been completed, the landlord will contact the housing case manager to re-schedule the inspection.

**What happens if the applicant does not qualify for my unit?** If the applicant does not qualify for your unit or if the housing case manager cannot find a comparable unit in the area, the housing case manager will contact the landlord. The landlord will decide if they are willing to reduce the rent for one (1) year so the applicant may qualify for the unit or the housing case manager can locate a comparable unit in the area. If landlord decides not to reduce the rent, the applicant will be given another RFI so they may locate another unit within the Sebastian County area.

**When will the lease begin?** Once the unit passes inspection, the landlord and/or applicant will provide the housing authority a signed copy of the one (1) year lease between applicant and landlord. The housing case manager will email the landlord a landlord certification, Housing Assistance Program

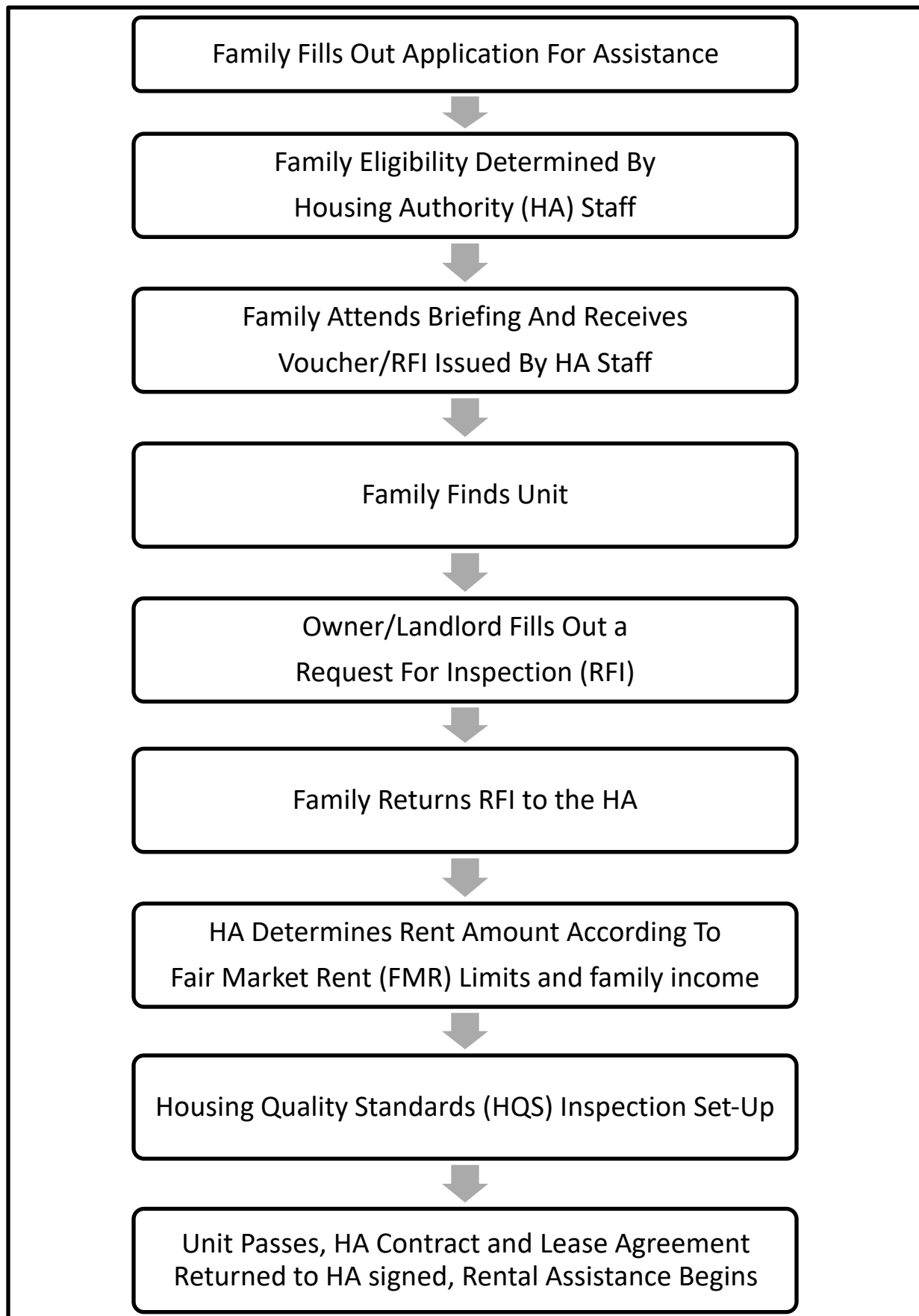
(HAP) Contract, and the Tendency Addendum for signatures to be returned to the housing authority. Once the housing case manager receives the signed HAP contract and landlord certification, the housing case manager will release funds to be paid to the landlord at the next HAP run.

**What happens after the one year?** When the first year is approaching, the housing case manager will contact the resident and landlord regarding the options of renewing the lease. Landlord may or may not renew the lease as well as the resident may want to move or remain in place. At this time, if the landlord is renewing, the landlord may ask for an annual rental increase. The amount of the increase will be approved if a comparable unit within the area is located. The annual increase request must be in writing and given to the housing case manager within sixty (60) days prior to the renewal date. A copy given to the resident is also needed to inform the resident, the landlord is asking for a rental increase. If the resident remains in the unit, the resident will be recertified, and the unit will be inspected to meet Housing Quality Standards (HQS). If the resident decides to move, the family must provide a proper written 30- day notice given to the landlord and their housing case manager.



# Section 8 Rental Assistance Program

## Steps in Leasing a Unit





# FORT SMITH HOUSING AUTHORITY

## **OWNER/LANDLORD RESPONSIBILITIES included but not limited to:**

1. Performance of all management and renting functions: Owners have numerous responsibilities under the program, **including screening and leasing to families, maintaining the dwelling until, enforcing the lease**, and complying with various contractual obligations.
  - A. Payment of utilities and services (unless paid directly by the family).
  - B. Performance of all ordinary and extraordinary maintenance.
  - C. Collection of family security deposit, the tenant rent, and any charges for unit damage by the family.
  - D. To respond in a reasonable time to calls by the family for services consistent with the obligations under the lease (maintenance issues, etc.).
  - E. Provide extermination services and repainting of the unit as conditions may require.
  - F. To not terminate tenancy, increase rent, and/or decrease services as a retaliatory measure against the family.
  - G. To maintain and operate the dwelling unit and related facilities, while assuring the Housing Authority that the unit is decent, safe, and sanitary. Allow reasonable modifications to a dwelling unit occupied or to be occupied by a disabled person.
  - H. 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.
  - I. Assure the Housing Authority that the contract unit is leased to the legal family identified in the lease and contract.
  - J. Not to charge additional payments, or other considerations from the tenant as rent for the contract unit.
  - K. Complying with the Violence Against Woman Reauthorization Act of 2005 (VAWA) when screening prospective HCV tenants or terminating the tenancy of an HCV family.
  - L. Not to make any transfer of ownership in any form of this contract without first notifying this agency.

- M. Owner must notify the agency in writing of the commencement of procedures for termination of tenancy, while 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.
- N. 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
- O. Please refer to the Tenancy Addendum for additional Owner Responsibilities.
- P. Preparing and furnishing to FSHA information required under the HAP contract.

2. Process to become a participation owner/landlord:

- 1. Pass background check, conflict of interest, or other owner related issues.
  - 2. Owner cannot be debarred or on suspension.
  - 3. Owner has not violated the Fair Housing Act or other Federal Equal Opportunities requirements, or if such action is pending.
  - 4. Owner cannot be a parent, child, grandparent, grandchild, sister, or brother of any member of the household. The FSHA may make an exception if the family member has a disability.
  - 5. The FSHA will only enter a contractual relationship with the legal owner of a qualified unit. No tenancy will be approved without acceptable documentation of legal ownership. If you are using a management company, we must have a copy of management agreement between owner and management company as well.
3. FSHA must not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:
- 1. Any present or former member or officer of FSHA (except a participant commissioner).
  - 2. Any employee of FSHA, or any contractor, subcontractor or agent of FSHA, who formulates policy or who influences decisions with respect to the programs.
  - 3. Any public official, member or a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs.
  - 4. Any member of the Congress of the United States.
4. HUD may waive the conflict-of-interest requirements, except for members of Congress, for good cause.



# FORT SMITH HOUSING AUTHORITY

## 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/mgmt. company of the unit.
2. Payment will be **DIRECT DEPOSITED** by the 5<sup>th</sup> business day of each month (not including holidays or weekends).
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.
4. End of the Month HAP is paid for all released new contracts that began mid-month.
5. Any recapture of HAP funds will be processed with the first of the month HAP.

### Possible Reason for Payment Delays

1. 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.
2. 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.
3. FSHA may have received notification that the tenant has moved and is currently investigating.
4. 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.
6. Owners must refund the FSHA if any HAP funds have been paid as an overpayment.



# FORT SMITH

## HOUSING AUTHORITY

2100 North 31st Street Fort Smith, AR 72094  
Phone: (479) 782-4991 Fax: (479) 709-9381

Counselor Initials: \_\_\_\_\_  
Tenant name: \_\_\_\_\_  
Name of Complex: \_\_\_\_\_

### OWNER SETUP or OWNER UPDATE

*{Please circle one of the above.}*

\_\_\_\_\_  
Name of Complex/Building(s)

\_\_\_\_\_  
Phone Number of Property Owner

\_\_\_\_\_  
Name of Property Owner

\_\_\_\_\_  
Email Address of Property Owner

\_\_\_\_\_  
Address of Property Owner

\_\_\_\_\_  
Owner's Social Security# or Tax

\_\_\_\_\_  
ID# City, State, & Zip Code of Property Owner

#### Check only one (1) of the following pertaining to the OWNER:

- ☐ 1.) I will be using the services of the following PROFESSIONAL management company.

\_\_\_\_\_  
Name of Property Mgmt. Co.

\_\_\_\_\_  
Person of Contact with Property Mgmt. Co.

\_\_\_\_\_  
Phone Number for Property Mgmt. Co.

\_\_\_\_\_  
Email Address for Person Receiving HAP Emails

- ☐ 2.) I have a property manager who works for me. The name of my property manager is:

\_\_\_\_\_  
Property Manager's Name

\_\_\_\_\_  
Property Manager's Phone

\_\_\_\_\_  
Property Manager's Email

- ☐ 3.) I will personally manage my own property.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

\* Please note that we **MUST** have a Warranty Deed & a Settlement Statement along with this form to set it up as a vendor in our system.

**All forms MUST be returned to the Section 8 Manager.**

*For Office Use Only:*

Vendor: \_\_\_\_\_

Name of Vendor: \_\_\_\_\_





# FORT SMITH HOUSING AUTHORITY

2100 North 31st Street Fort Smith, AR 72094  
Phone: (479) 782-4991 Fax: (479) 709-9381

Counselor Initials: \_\_\_\_\_  
Tenant name: \_\_\_\_\_  
Name of Complex: \_\_\_\_\_

## PROPERTY MANAGEMENT COMPANY

### Setup or Update

*{Please circle one of the above.}*

\_\_\_\_\_  
Name of Complex or Building(s)

\_\_\_\_\_  
Property Mgmt. Co.'s Tax ID#

\_\_\_\_\_  
Name of Property Owner

\_\_\_\_\_  
Person of Contact for Property Mgmt. Co.

\_\_\_\_\_  
Name of Property Mgmt. Co.

\_\_\_\_\_  
Phone Number for Person of Contact

\_\_\_\_\_  
Address of Property Mgmt. Co.

\_\_\_\_\_  
Email Address for Person of Contact

\_\_\_\_\_  
City, State, & Zip Code of Property Mgmt. Co.

\_\_\_\_\_  
Alternate Email Address for HAP Payments  
*(in case contact person is out on vacation, etc.)*

**Check only one (1) of the following:**

- ☐ 1.) Please issue the 1099 to the owner of the property for rent paid on the property we manage.
- ☐ 2.) Please issue the 1099 to the property management company for all rent paid on the property we manage for the owner.

\_\_\_\_\_  
Signature of Property Mgmt. Co. Representative

\_\_\_\_\_  
Date

\* Please note that we **MUST** have a Management Agreement between the Owner and the Management Company to set it up as a vendor in our system.

**All forms MUST be returned to the Section 8 Manager.**

**For Office Use Only:**

(Vendor#:

Name of Vendor: \_\_\_\_\_



# Authorization Agreement for Direct Deposits

I hereby authorize Fort Smith Housing Authority, Tax ID #71-6038904, to initiate credit entries and to initiate, if necessary, debit entries for any credit entries made in error to my account.

Check one (1) of the following types of accounts that pertains to your attached information:

☐ 1.) Checking

☐ 2.) Savings

\_\_\_\_\_  
Financial Institution's Name

\_\_\_\_\_  
Routing Number

\_\_\_\_\_  
City/State of Financial Institution

\_\_\_\_\_  
Account Number

**\*Please note that a voided check or check copy for the account listed MUST be attached. We cannot setup an account without this information being attached**

This authority is to remain in full effect until Fort Smith Housing Authority has received fourteen (14) calendar days WRITTEN notice of its termination.

\_\_\_\_\_  
Name on Bank Account (Please Print)

\_\_\_\_\_  
Signature Authorizing Deposits

\_\_\_\_\_  
Date

**All forms MUST be returned to the Section 8 Manager.**

***For Office Use Only:***

Vendor#:

Name of Vendor:

Vendor#:

Name of Property Mgmt. Co:



# FORT SMITH HOUSING AUTHORITY

## Total Tenant Payment

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

Contract Rent		Utility Cost		Gross Rent		Family Income (30%)		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

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

***CALL FOR AN APPOINTMENT TO RETURN!!!***

**479-782-4991 ext. \_\_\_\_ Counselor Name: \_\_\_\_\_**

**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 Rental Assistance Program administered by the Fort Smith Housing Authority (FSHA). The purpose of the rental assistance 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:

---

Head of Household: \_\_\_\_\_

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: \_\_\_\_\_ Square Ft. \_\_\_\_\_ Duplex \_\_\_\_\_

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

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

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

Type of heating unit: \_\_\_\_\_ Does this unit have a heat pump Yes or No

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? \_\_\_\_\_

“We improve quality of life through housing and community development.”

## 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 AND the exception has been disclosed and agreed to by the FSHA.

**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 INFO:

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

\_\_\_\_\_  
Owner's Contact Number

\_\_\_\_\_  
Property Name (if applicable)

\_\_\_\_\_  
Address to which all correspondence should be sent.  
(Contracts, 1099s, etc.)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Owner's Signature (if applicable)

### PROPERTY MGMT/AGENT INFO:

\_\_\_\_\_  
Management Company Name (if applicable)

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

\_\_\_\_\_  
Agent's Title

\_\_\_\_\_  
Contact Number for Agent

\_\_\_\_\_  
Agent's Signature (if applicable)

**Who will receive HAP payments**

**Who will receive Correspondence Letters**





# FORT SMITH HOUSING AUTHORITY

## 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 lifestyle 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. **Social Media**—Google units or search for units on social media to possibly locate units in the area you want to live in.

## 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.



o. 479-782-4991 - w. [www.fortsmithhousing.org](http://www.fortsmithhousing.org) - a. 2100 N. 31st Street Fort Smith, AR 72904

*Improving quality of life through housing and community development*

**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>Apartment/Walk-Up (Multi-Family)</b>				Date (mm/dd/yyyy) <b>November 2014</b>	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	\$14.00	\$18.00	\$20.00	\$23.00	\$27.00	\$29.00
	b. Bottle Gas/Propane	\$26.00	\$32.00	\$38.00	\$43.00	\$49.00	\$53.00
	c. Electric	\$10.00	\$12.00	\$15.00	\$19.00	\$22.00	\$26.00
	Heat Pump	\$4.00	\$5.00	\$7.00	\$8.00	\$10.00	\$12.00
	d. Oil / Other						
Cooking	a. Natural Gas	\$4.00	\$4.00	\$6.00	\$8.00	\$9.00	\$10.00
	b. Bottle Gas/Propane	\$8.00	\$8.00	\$9.00	\$15.00	\$17.00	\$19.00
	c. Electric	\$5.00	\$6.00	\$7.00	\$9.00	\$10.00	\$12.00
Other Electric (Lights & Appliances)		\$17.00	\$20.00	\$26.00	\$32.00	\$38.00	\$44.00
Air Conditioning		\$6.00	\$7.00	\$11.00	\$16.00	\$20.00	\$24.00
Water Heating	a. Natural Gas	\$11.00	\$12.00	\$18.00	\$22.00	\$26.00	\$28.00
	b. Bottle Gas/Propane	\$21.00	\$23.00	\$32.00	\$42.00	\$47.00	\$51.00
	c. Electric	\$11.00	\$13.00	\$18.00	\$22.00	\$26.00	\$29.00
	d. Oil / Other						
Water		\$27.00	\$27.00	\$37.00	\$46.00	\$55.00	\$64.00
Sewer		\$14.00	\$15.00	\$20.00	\$25.00	\$30.00	\$34.00
Trash Collection		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Range / Microwave Tenant-purchasing/leasing		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Refrigerator Tenant-purchasing/leasing		\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Other-- specify:	Monthly Electric Fee \$11.95	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
	Monthly Gas Fee \$11.26	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
<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		\$	
				Sewer		\$	
Address of Unit				Trash Collection		\$	
				Range / Microwave		\$	
				Refrigerator		\$	
				Other		\$	
				Other		\$	
Number of Bedrooms				Total		\$	



**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>				Date (mm/dd/yyyy) November 2014	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	\$32.00	\$38.00	\$42.00	\$48.00	\$52.00	\$58.00
	b. Bottle Gas/Propane	\$60.00	\$70.00	\$77.00	\$89.00	\$96.00	\$108.00
	c. Electric	\$22.00	\$25.00	\$29.00	\$33.00	\$37.00	\$41.00
	Heat Pump	\$10.00	\$12.00	\$13.00	\$15.00	\$17.00	\$19.00
	d. Oil / Other						
Cooking	a. Natural Gas	\$4.00	\$4.00	\$6.00	\$8.00	\$9.00	\$10.00
	b. Bottle Gas/Propane	\$8.00	\$8.00	\$9.00	\$15.00	\$17.00	\$19.00
	c. Electric	\$5.00	\$6.00	\$7.00	\$9.00	\$10.00	\$12.00
Other Electric (Lights & Appliances)		\$24.00	\$28.00	\$37.00	\$45.00	\$53.00	\$61.00
Air Conditioning		\$9.00	\$10.00	\$16.00	\$22.00	\$29.00	\$35.00
Water Heating	a. Natural Gas	\$11.00	\$12.00	\$18.00	\$22.00	\$26.00	\$28.00
	b. Bottle Gas/Propane	\$21.00	\$23.00	\$32.00	\$42.00	\$47.00	\$51.00
	c. Electric	\$11.00	\$13.00	\$18.00	\$22.00	\$26.00	\$29.00
	d. Oil / Other						
Water		\$27.00	\$27.00	\$37.00	\$46.00	\$55.00	\$64.00
Sewer		\$14.00	\$15.00	\$20.00	\$25.00	\$30.00	\$34.00
Trash Collection		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Range / Microwave Tenant-purchasing/leasing		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Refrigerator Tenant-purchasing/leasing		\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Other-- specify:	Monthly Electric Fee \$11.95	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
	Monthly Gas Fee \$11.26	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
<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		\$	
				Sewer		\$	
Address of Unit				Trash Collection		\$	
				Range / Microwave		\$	
				Refrigerator		\$	
				Other		\$	
				Other		\$	
Number of Bedrooms				Total		\$	







# FORT SMITH HOUSING AUTHORITY

## **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 with an accurate seal

### **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
- Heaters must be vented (if gas heat). Unvented gas heaters are not allowed

### **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



# FORT SMITH HOUSING AUTHORITY

## TENANT RESPONSIBILITIES

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.

\*\*\*\*\*MAKE SURE YOU ARE HOME OR THE LANDLORD LEAVES THE HOUSE/APARTMENT OPEN FOR THE INSPECTION. If it is not open for inspection it could take up to two (2) weeks before the inspector will inspect the unit. This may/will DELAY you moving in.\*\*\*\*\*

<b>EXHIBIT 16-5: SAMPLE NOTICE TO HOUSING CHOICE VOUCHER OWNERS AND MANAGERS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)</b>
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*This sample notice was adapted from a notice prepared by the National Housing Law Project.*

A federal law that went into effect in 2013 protects individuals who are victims of domestic violence, dating violence, sexual assault, and stalking. The name of the law is the Violence against Women Act, or "VAWA." This notice explains your obligations under VAWA.

**Protections for Victims**

You cannot refuse to rent to an applicant solely because he or she is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

You cannot evict a tenant who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking based on acts or threats of violence committed against the victim. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault, or stalking that are caused by a household member or guest cannot be cause for evicting the victim of the abuse.

**Permissible Evictions**

You can evict a victim of domestic violence, dating violence, sexual assault, or stalking if you can demonstrate that there is an *actual and imminent* (immediate) threat to other tenants or employees at the property if the victim is not evicted. Also, you may evict a victim for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking. You cannot hold a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than you hold tenants who are not victims.

**Removing the Abuser from the Household**

You may bifurcate (split) the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the unit. If you choose to remove the abuser, you may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, you must follow federal, state, and local eviction procedures.

### **Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

If a tenant asserts VAWA's protections, you can ask the tenant to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You are not required to demand official documentation and may rely upon the victim's statement alone. If you choose to request certification, you must do so in writing and give the tenant at least 14 business days to provide documentation. You are free to extend this deadline. A tenant can certify that he or she is a victim by providing any one of the following three documents:

- A completed, signed HUD-approved certification form. The most recent form is HUD-5382. This form is available at the housing authority or online at <https://portal.hud.gov/hudportal/documents/huddoc?id=5382.docx>.
- A statement from a victim service provider, attorney, mental health professional, or medical professional who has helped the victim address incidents of domestic violence, dating violence, sexual assault, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both the victim and the professional must sign the statement under penalty of perjury.
- A police or court record, such as a protective order, or administrative record.

If the tenant fails to provide one of these documents within 14 business days, you may evict the tenant if authorized by otherwise applicable law and lease provisions.

### **Confidentiality**

You must keep confidential any information a tenant provides to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You cannot enter the information into a shared database or reveal it to outside entities unless:

- The tenant provides written permission releasing the information.
- The information is required for use in an eviction proceeding, such as to evict the abuser.
- Release of the information is otherwise required by law.

The victim should inform you if the release of the information would put his or her safety at risk.

### **VAWA and Other Laws**

VAWA does not limit your obligation to honor court orders regarding access to or control of the property. This includes orders issued to protect the victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

### **Additional Information**

- If you have any questions regarding VAWA, please contact 479-782-4991.

## Definitions

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse or intimate partner of the victim
- A person with whom the victim shares a child in common
- A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
- Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction

VAWA defines *dating violence* as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

VAWA defines *sexual assault* as "any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent" (42 U.S.C. 13925(a)).

VAWA defines *stalking* as engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.



**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,  
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_
2. Name of victim: \_\_\_\_\_
3. Your name (if different from victim's): \_\_\_\_\_
4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_  
\_\_\_\_\_
5. Residence of victim: \_\_\_\_\_
6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_  
\_\_\_\_\_
7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_
8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_  
\_\_\_\_\_
10. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s):

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This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.