

A Participant's Guide
to the Section 8
Housing Assistance Program



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EQUAL HOUSING
OPPORTUNITY

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1 Introduction

Welcome to The Housing Authority of the County of Lebanon (HACL) and its Section 8 Housing Assistance Program. In order to introduce you to this program, we have assembled information that will enable you to understand how the Section 8 Housing Assistance program works and to point your rights and responsibilities as a participating family.

This manual will explain HACL's policies and procedures regarding tenant selection, leasing a dwelling, security deposits, rent and utilities, inspections, terminations, and other important information. We also invite you to visit our website <http://www.lebanoncountyhousing.com> to obtain additional information about Section 8. On the website you can view and download copies of many of the forms referenced in this guide. We hope that the information provided here and on our website will enable you to participate successfully in the Section 8 program.

HACL has Section 8 funding for over 500 units. Section 8 families come to us through different ways, such as the waiting list and portability from other jurisdictions. These families represent hundreds of persons seeking affordable housing. As a result, the need for quality affordable housing is tremendous.

HACL's goal is to expand housing opportunities for Section 8 families in low poverty areas, and other areas which have not traditionally participated in the Section 8 program. This goal also includes improving the quality of units in the areas we already serve. We encourage all assisted families to consider renting dwellings in areas of Lebanon County outside of Lebanon City.

We are pleased to welcome you to the Section 8 Program and we look forward to a successful working relationship with you. Please contact us if you have any questions, comments, or suggestions.

Thank you.

2 Background

2.1 What is Section 8?

The Section 8 Program was created by the Housing and Community Development Act of 1974, as amended, and is funded by The U. S. Department of Housing and Urban Development (HUD). This program provides rental assistance to low-income families in the private rental market. The program was designed to achieve the following goals:

- To provide improved living conditions for low-income families while maintaining their rent payments at an affordable level;
- To promote freedom of housing choice and integrate lower income and minority families into mainstream society;
- To provide decent, safe and sanitary housing for eligible participants; and
- To provide an incentive to private owners to rent to lower income families by offering timely assistance payments, a pool of families to select from, and regular inspections to insure upkeep of the property.

2.2 Cycle of Section 8 Participation

Both Section 8 applicants and landlords are sometimes confused as to how families enter into participation in the Section 8 Program. Simply completing an application with the Housing Authority does not give the family housing assistance. Similarly, just because a dwelling unit meets Housing Quality Standards does not mean a prospective tenant will receive Section 8 assistance. Progression from applicant to renter is a multi step process, as outlined on the following page.

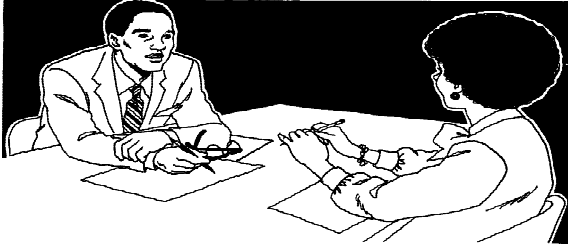
2 Background

STEP 1 - The Initial Application

Families complete an initial application. The Authority performs verifications to determine eligibility. If eligible the family is placed on the waiting list pending availability of a Housing Voucher.



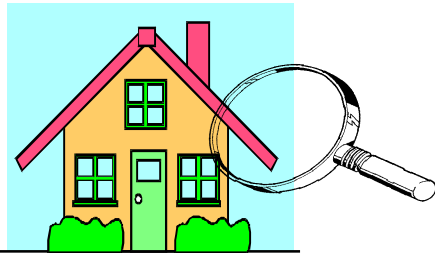
STEP 2 - Receiving the Voucher



When the family's name is selected from the waiting list, an enrolment interview is scheduled. Final verification of family income and composition is performed. The family receives a briefing on the rules and regulations of the Section 8 Program and is issued a Housing Voucher. Now the family may look for a dwelling to rent.

STEP 3 - Selecting a Dwelling

Once the family has been issued the Housing Voucher they have 90 days to find a suitable dwelling. It is the family's responsibility to locate a dwelling, not the Authority's.



STEP 4 - Dwelling Inspection

Once a dwelling is located the Owner submits a request for lease approval (RFLA) to the Authority. Submission of the RFLA will trigger the initial Housing Quality Inspection. The Authority must complete the inspection within fifteen (15) days of receiving the inspection request.

STEP 5 - Rent Negotiation

The rent for the dwelling is set by the owner. However, the rent charged must be reasonable and in accordance with Authority guidelines.

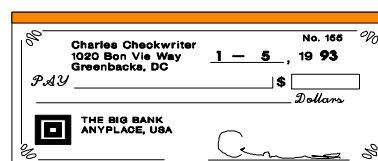


STEP 6 - Execution of Documents

The family and the landlord will sign the lease. The Authority is not a party to the lease. The landlord and Authority will execute the Housing Assistance Payment (HAP) Contract. The family is not a party to the HAP Contract.

STEP 7 - Receiving Payment

After all documents are signed and the family moves in, housing assistance payments will begin. It is Authority policy to prorate payments from the date the lease and HAP Contract take effect. All future payments will be made by the fifth working day of each month.



2 Background

2.3 Roles and Responsibilities

The Section 8 Program is a partnership between the Housing Authority, the landlord and the assisted family. HACL and the landlord enter into a Housing Assistance Payments (HAP) Contract to establish the subsidy arrangement. The landlord and the assisted family enter into an Assisted Lease Agreement that governs the landlord/tenant relationship.

THE HOUSING AUTHORITY'S RESPONSIBILITY

Receive applications from interested families and determine program eligibility.

Explains and disseminates information about the program to families and landlords.

Issues the Housing Voucher to the family and assists as needed in helping the family find a suitable dwelling.

Inspects and certifies that the dwelling meets Federal Housing Quality Standards.

Approves the dwelling, the lease and the landlord's participation. Executes the HAP contract with the landlord.

Makes housing assistance payments to the landlord on behalf of the family.

Ensures that both the family and the dwelling continue to qualify for program participation.

Monitors compliance by the family and the landlord with program regulations.

THE LANDLORD'S JOB

Screen families to determine if they will make good residents.

Comply with the terms of the HAP contract with the Authority.

Maintain the dwelling in decent, safe and sanitary condition. Make necessary repairs in a timely and professional manner.

Collect rent due from the family in a timely manner and enforce the lease.

THE FAMILY IS OBLIGATED TO

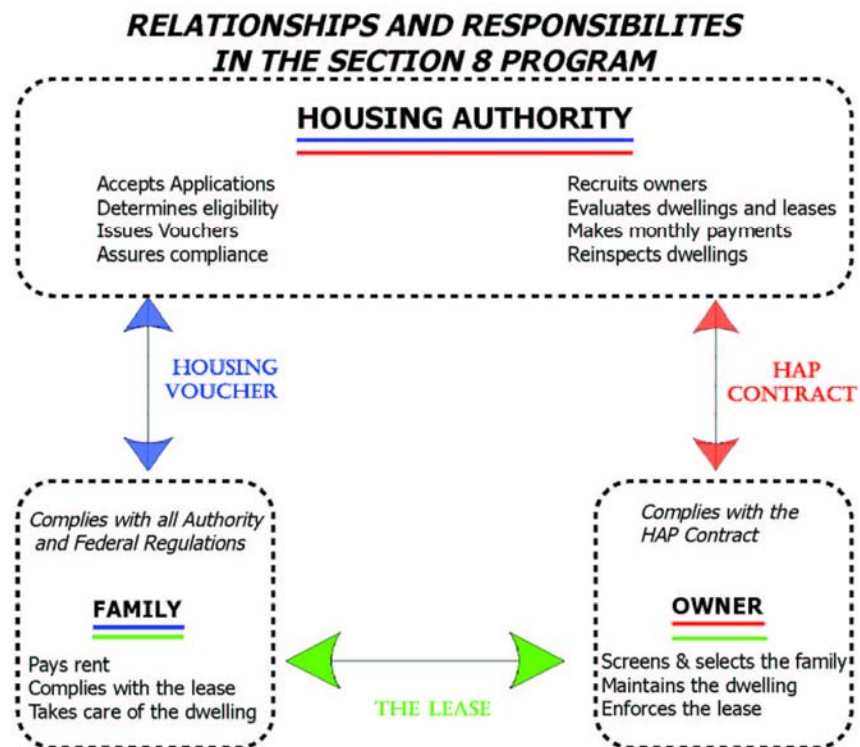
Supply the Authority with complete and accurate information concerning family composition and income and comply with all applicable rules and regulations.

2 Background

Make a good faith effort to find a dwelling which qualifies for the Section 8 Program and is appropriate for their family size.

Allow for annual inspection of the dwelling and annual re-certification of family status.

Comply with all terms of their lease with the owner.



3 Family Participation

3.1 Family Obligations

The United States Department of Housing and Urban Development (HUD) develops rules and regulations, which govern the Section 8 program. A number of these rules are related to your obligations as a Section 8 participating family. It is very important that you clearly understand these obligations so that you may successfully participate in the program. Failure to abide by HUD or HACL regulations may result in termination by HACL of your housing assistance.

The family must

1. Supply any information that HACL or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in regularly scheduled reexamination or interim re-examination of family income and composition. Two missed appointments to supply the HA with this information is considered a breach of a family responsibility.
2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
3. Supply any information requested by the HA to verify that the family is living in the unit or information related to family absence from the unit.
4. Promptly notify the HA in writing when the family is away from the unit for an extended period of time in accordance with HA policies.
5. Notify the HA and the owner in writing before moving out of the unit or terminating the lease.
6. Allow the HA to inspect the unit at reasonable times and after reasonable notice. Two missed appointments for inspection is considered a breach of this family responsibility.
7. Use the assisted unit for residence by the family. The unit must be the family's only residence,
8. Promptly notify the HA in writing of the birth, adoption, or court-awarded custody of a child.
9. Request HACL written approval to add any other family member as an occupant of the unit.

3 Family Participation

10. Promptly notify the HACL in writing if any family member no longer lives in the unit.
11. Give the HACL a copy of any owner eviction notice.
12. Pay utility bills and supply appliances that the owner is not required to supply under the lease.

The family (including each family member) must not:

1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
2. Commit any serious or repeated violations of the lease.
3. Commit fraud, or bribery or any other corrupt or criminal act in connection with the program.
4. Participate in illegal drug or violent criminal activity.
5. Sublease or let the unit or assign the lease or transfer the unit.
6. Receive Section 8 tenant-based program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or Local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Engage in threatening, abusive or violent behavior toward any HA personnel.
9. Be related to the landlord. The landlord cannot be the parent, child, grandparent, grandchild, sister or brother of any member of the participating family. The only exemption that may be approved by the HACL is if a family member is a person with disabilities.

Any information the family supplies must be true and complete.

If HACL terminates the assistance of a participant, the Authority will give the participant the opportunity to contest the Housing Authority's decision in accordance with the Section 8 Administrative Plan.

3 Family Participation

3.2 Receiving Housing Assistance

Obtaining your Housing Voucher is only the first step in receiving housing assistance. Now you must find a suitable dwelling, arrange with the landlord for the HACL inspection and complete all required paperwork. The information provided below will assist you with this task.

❖ STEP 1 - FINDING A DWELLING

Locating an apartment is no different in the Section 8 Program than in the private rental market. Tenants and landlords sometimes wrongly believe that the Housing Authority screens applicants and actually selects eligible families for rental units offered to the program by willing landlords. In other words, they believe that Section 8 residents are HACL's tenants. This is a major misconception.

The owner of the property you choose to rent is your landlord, not the Housing Authority! For better or for worse, you have selected the dwelling and must assume the responsibility for your choice. This responsibility applies to renting in both the private market and the Section 8 program.

Finding the ideal dwelling requires an astute awareness of what will be a good home for you and your family. It is your responsibility as the tenant to consider not only the dwelling itself, but also neighborhood conditions, community resources, school system and the landlords reputation. Keep in mind that you may use your voucher throughout Lebanon County, not just in the City of Lebanon. You may very well find a suitable dwelling in communities such as Annville, Myerstown, Cleona, Palmyra and so forth (additional information about communities in Lebanon county, including maps and statistical data can be found in Section 10 of this guide). While the Housing Authority can sometimes provide listings of available apartments, we will not select a dwelling for you!

To help you determine the suitability of a dwelling, you should consider the following:

- ◆ Will the dwelling meet Housing Quality Standards and pass inspection? (Refer to the “Good Place To Live” handbook which is available in the Document Library section of our website).
- ◆ Is the neighborhood generally considered to be safe, with adequate police protection?
- ◆ Are neighboring homes and other buildings well maintained?

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- ◆ What amenities are available in the community, such as parks, libraries, recreation facilities, etc.
- ◆ Will the school system provide adequate educational opportunities for your children? Are programs available for special needs children?
- ◆ What is the landlord's reputation? If possible check with the previous resident of the dwelling or tenant's of other properties the landlord may own.
- ◆ Is the proposed rent + utilities within HACL's payment standard? If not is the landlord willing to lower the rent or will you be to afford to pay the additional rent? (Remember you may not pay more than 40% of your income for rent)

Check the expiration date on your voucher to be sure you are still eligible for Section 8 assistance. Housing Vouchers are good for 90 days after issuance. Also check to see that the dwelling you want to rent matches the bedroom size on your Voucher. The Authority will only make rental payments based on the bedroom size noted on the Voucher, irrespective of the size of the dwelling actually rented.

❖ *Step 2 - Completing the Move-in Paperwork*

Once you have selected a dwelling with your Section 8 Voucher, it is time to complete the move-in paperwork. The paperwork starts the inspection process; it will also tell you who the Occupancy Specialist is for your case.

The Occupancy Specialist is a case manager who will manage the family's and landlord's participation during the entire time they are involved with the Section 8 program. The Occupancy Specialist is responsible for computing the amount of the tenant rent and the housing assistance payment to the landlord, as well as preparing contracts and leases for signature. This is the Authority employee you will call for all inquiries concerning your participation in the Section 8 program.

The approval process begins when you return to your Occupancy Specialist, the following papers, which the landlord has completed for you:

1. The Landlord Instructions for Lease Approval Form: This form explains the process for completing the paperwork. It also contains an area for the landlord to certify that he/she is not related to the Section 8 family.
2. Request for Lease Approval (RFLA): The RFLA is used to provide information

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about the dwelling and the owner. It is very important that the landlord reads this form carefully and provides all the required information.

❖ *Step 3 – The HQS Dwelling Inspection*

A unit ready for participation in the Section 8 program must be inspected by HACL before any housing assistance payments for that dwelling can be made. An initial inspection must be conducted before any assistance payments begin, regardless of the date of the previous inspection. This inspection is conducted with the landlord or the landlord's agent, not with the family. HACL will not make assistance payments until the unit passes inspection.

We suggest that, before scheduling an initial inspection, you encourage the landlord to conduct their own informal property inspection, taking notes on needed repairs, and proceeding with the corrective action. The Rent Ready Criteria (see Section 4.3) provides a generalized checklist used to determine a rent ready condition for a unit. By having the unit in rent ready condition, you will find that the initial inspection will proceed much more smoothly and the time period before assistance payments can be made will be reduced considerably.

The entire inspection process including a description of the Housing Quality Standards is covered in greater detail in Chapter 4.

❖ *Step 4 – Setting The Rent*

Whenever a new rental unit is offered to the Section 8 Program, the Landlord's first question often is, "How much is the rent going to be?" HACL's response is usually another question, "How much are you asking?" And so the rent negotiation process begins....

We would like to bring new dwellings onto the program at the Landlord's requested rental rate. Unfortunately, this is not always possible. In negotiating rental rates, the Authority must consider the following factors:

1. HUD's Section 8 Payment Standard
2. The size of the unit based on the number of bedrooms
3. The utilities and other services paid by the tenant
4. Rent Reasonableness
5. Rent previously charged for the dwelling.

HACL establishes a "payment standard" for each bedroom size in the Voucher Program. There is a published rate for efficiency through six bedroom size dwellings. The payment standard represents the maximum amount of rent the Authority is able to subsidize.

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The payment standard represents rental rates that include all utilities. So, if the tenant is responsible for a utility or service, this will, in turn, reduce the payment standard by an allowance given to the family to offset their utility expense. If the actual rent exceeds the payment standard, the tenant pays the difference to the landlord. Please be aware however, that at the time of initial lease up, you are prohibited by law from paying more than 40% of your income for rent.

Once HACL has determined its maximum subsidy payment allowable, the final step is to make a rent reasonableness determination. Rent reasonableness is simply HUD-talk for a private market survey. The Authority must determine whether the proposed rental rate is reasonable based on the rents charged for comparable units in the unassisted market.

❖ Step 5 – Lease and Contract Signing

Now that you have selected a dwelling, the unit has passed inspection and the rent has been determined, it is time to sign the legal and binding documents: The Assisted Lease; Housing Assistance Payments Contract; and Tenant and Landlord Statement of Responsibility.

Before executing these documents, the landlord must provide proof of ownership of the property with a copy of either the recorded deed or recent property tax bill. If there is an agent managing the unit for the landlord, a management agreement giving him/her the authority to manage the property and execute documents on behalf of the owner may also need to be provided.

The Assisted Lease is a contract between the landlord and the tenant establishing the rights and responsibilities of both parties. The lease gives the family the right to occupy and use the interior and exterior of the unit for a specific period of time in accordance with the terms and conditions of the lease. HACL has developed an Assisted Lease that contains all the required HUD lease provisions. The Authority lease provides inclusive rights for both the landlord and the tenant. If a Landlord chooses to use his/her own lease, it must be approved by HACL before the tenant can sign the agreement and a copy of a HUD Lease Addendum must be an attachment to the landlord's lease. The Authority Assisted Lease (or the landlord's HACL approved lease) agreement takes precedence over and voids any other lease that the landlord may have executed with the tenant prior to the HAP Contract with HACL.

The Housing Assistance Payments Contract is between the Landlord and HACL. Part A contains all contract information such as: name of Tenant, dwelling address, initial rent to

3 Family Participation

owner, etc; Part B contains all of the contract terms.

The Tenant and Landlord Statement of Responsibility is a statement signed by the tenant and landlord that acknowledges and explains some of the more important move-in rights and responsibilities that are discussed in this guide. Either the Assisted Lease or the HAP contract or both cover these important issues.

The Occupancy Specialist will call you and the landlord to establish the move-in date once the unit passes inspection. If the you are currently in the unit, the lease will start the day after the passed inspection. If the unit has passed and you have not moved in the unit, you and the landlord must agree on a date the landlord will give the keys to the tenant and come to HACL's office to sign all documents. The tenant must sign all documents before moving in. The Occupancy Specialist will mail you a Signing of Documents Notice as a reminder that the documents are ready for your signature. In order for the landlord to receive the assistance payment, you and the landlord must sign documents promptly.

NOTE: If a tenant moves in before the unit passes inspection and contract signing, the tenant will be responsible for 100% of the contract rent until the unit passes and all documents are signed.

Once you have signed all documents, you will receive a Lease and Payment Notice advising you of the payment break down for you and the Authority . This will also alert you to the next annual reexamination date. Please make sure you receive a copy of all documents that you sign for your records

3.3 Determining Annual Income

Usually the first question a Section 8 participant asks is "how much of the rent will I have to pay?" Unfortunately HACL's answer is "that depends"? Determining the participants share of the monthly rent depends on many factors and can, in some cases, be rather complicated.

The first step in determining your share of the rent is to start with your family's total annual income. Annual income includes such items as income from employment, Social Security and SSI benefits, any form of public assistance, workman's compensation, unemployment compensation, pensions, annuities and the income from any investments (checking accounts, savings accounts, IRA's, bonds, etc.). Remember that HACL determines your income on an annual basis. In addition, we base rent calculations on gross pay from employment, not net pay.

After computing total annual income, we then determine if the family is eligible for any deductions from that income. Generally non-elderly, non-disabled families are eligible for a

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\$480.00 deduction for each minor child in the household and the cost for any un-reimbursed child care expenses. Elderly and disabled families receive a \$400.00 deduction for the family, the cost for medical expenses (which exceed 3% of gross income) and the \$480.00 minor child deduction.

3.4 Calculating Tenant Rent and HAP

After determining adjusted annual income, calculation of the tenant's and HACL's portion of the rent can begin. Under the voucher program the rent calculation is based on the payment standard. The payment standard sets the maximum gross rent (rent + all tenant paid utilities) that HACL can subsidize, not necessarily the maximum rent the tenant may pay. Generally if the gross rent is less than or equal to the payment standard, the tenant's share of the rent will be 30% of their monthly adjusted income. If the gross rent exceeds the payment standard, the tenant's share of the rent will increase. A detailed explanation and examples of the rent calculation can be found in chapter 9.

3.5 Reporting Changes in Income or Family Composition

All families must report any changes in family income or family composition to HACL within 30 days. All changes must be reported in writing (changes reported over the telephone are not accepted). You are encouraged to report your change using the Applicant/Participant Change of Information Form. You can find this form in the Document Library section of the Authority's website. You can also obtain a copy of the form by calling or emailing the Section 8 Department.

4 Dwelling Inspections

4.1 Types of Inspections

Rental units subsidized by the Section 8 Program must meet Housing Quality Standards. To ensure that minimum standards are being met, HACL is required to inspect each unit prior to occupancy and on a periodic basis. The following will briefly highlight the important aspects of the inspection process:

Housing Quality Standards Inspection Report: Regardless of the type of inspection, the tenant and landlord will always be provided an HQS Inspection Report. This Report will list the deficiencies and designate a deadline for their correction. It will also list items that are inconclusive. Inconclusive items are items about which the inspector needs additional information to determine whether they will pass or fail. After researching this information, the inspector will notify the tenant and landlord of his/her decision regarding the pass/fail status of the item. Another term sometimes found on this report is PWC (Pass With Comment). This term will alert the tenant and landlord to a problem that does not fail now, but may be a potential problem in the future. It is the landlord's responsibility to contact the Authority once the necessary repairs have been completed. However the tenant should keep in mind the due date for repairs. If repairs have been completed and your dwelling has not been re-inspected you should contact the Occupancy Specialist to discuss the situation.

Initial Inspections: A unit ready for occupancy must be inspected before the family can move in or begin receiving a Section 8 subsidy. An initial inspection must be conducted before a new family moves in, regardless of the date of any previous HACL inspection. This inspection is conducted with the landlord or the landlord's agent, not with the family. HACL will not make assistance payments until the unit passes inspection. If the necessary paperwork is in order, the assistance payments will begin the day the family is scheduled to move in, or in the case of an in-place family, the first day following the date the unit passed inspection. Under no circumstances is a family to move in without receiving HACL's authorization. The Inspector cannot give this authorization. The Occupancy Specialist will give the authorization for the move-in date. A family moving in without appropriate authorization will be responsible for making the total rent payment. The landlord will have no recourse against the HACL for payment of rent for any period of time not covered by the HAP Contract.

Annual Inspections: Every year an annual inspection of the assisted unit must be conducted. This inspection, which is conducted to insure compliance with HQS, is conducted with the family. Allowing the unit to be inspected annually is your obligation and failure to cooperate will result in termination from the program. The landlord and tenant are notified in advance and in writing of the scheduled inspection. It is recommended that, if your landlord desires to be present for the inspection, they contact the Occupancy Specialist for a more specific appointment time. This inspection will take place at least 60 to 90 days prior to the tenant's annual re-certification.

The landlord and the tenant receive written notification of any deficiencies found during the inspection. It is the landlord's responsibility to make any necessary repairs within 30 days or less as indicated in the written notice. Any tenant caused deficiencies must be worked out between you and the landlord and corrected before HACL can pass the dwelling. No

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extensions will be granted unless the landlord can substantiate a reason for the extension and HACL can determine that the required repairs warrant a time extension due to the nature of the repairs. And that the deficiencies to be corrected do not pose a serious threat to the health and safety of the tenant family.

If the landlord fails to complete the repairs and have the unit re-inspected and passed by the established date, HACL will abate assistance payments as of the first day following that date. For example: the unit was inspected on May 15 and the deadline for completing the repairs is June 14. Since the cut off date is June 14, the landlord's June check will be prorated for 15 days. If the repairs are completed by June 14, the remainder of June's payment, June 15 through 30, will be paid on July's check. Please note that HACL's cut off date for checking process is the 21st day of each month. If the required repairs have been completed and the unit re-inspected by the 21st of the month, pro ration of the following months check will not be necessary.

Special Inspections: Special inspections may be conducted at any time during the term of the HAP Contract, and may involve either a response to a reported complaint or an apparent violation by either the landlord or tenant that requires a site visit. Depending on the type of violation, the deadline varies from 24 hours to 30 days.

Quality Control (QC) Inspection: HACL has a public responsibility to ensure that units receiving Section 8 assistance are safe, sanitary, and decent as determined by the Housing Quality Standards. HUD requires the Authority to monitor its housing quality program through quality control inspections. To meet these objectives, HACL randomly samples at least 5% of approved units for inspection. Therefore, it is quite possible for any unit to be inspected again within thirty days of the last inspection. An HQS inspection report may be generated by this inspection.

Reminder: As soon as the necessary repairs are completed - as in all inspection situations - it is very important that the landlord inform the Authority that the unit is ready. Once again, if you ever have a question about the content of a HQS Inspection Report, please call the Authority as soon as possible. In the long run, you will discover that keeping in touch with the Authority may save you a great deal of aggravation.

4 Dwelling Inspections

4.2 Basic Housing Quality Standards

All dwellings assisted under the Section 8 program MUST meet the following requirements:

- Sanitary Facilities: A flush toilet in a separate, private room, a fixed basin with hot and cold running water, and a shower or tub with hot and cold running water shall be present in the dwelling unit, all in proper operating condition.
- Food Preparation and Refuse Disposal: Cooking stove or range top with either an oven or microwave and a refrigerator of appropriate size for the unit, supplied by either the landlord or the family and a kitchen sink with hot and cold running water shall be present in the unit. Adequate space for the storage, preparation and serving of food shall be provided.
- Space and Security: The dwelling unit shall contain a living room, kitchen area and bathroom. The dwelling unit shall contain at least one bedroom or living/sleeping room of appropriate size for two persons. Persons of opposite sex, other than husband and wife or very young children, shall not be required to occupy the same bedroom or living/sleeping room. Exterior doors and windows accessible from outside the unit shall be lockable.
- Smoke Detector: The dwelling unit shall contain a working smoke detector on every level and in an appropriate location to provide maximum warning to occupants should a fire occur.
- Thermal Environment: The dwelling unit shall contain safe heating that is in proper operating condition and provides adequate heat to each room in the dwelling unit, appropriate for the climate to assure a healthy living environment.
- Illumination and Electricity: Each room shall have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. Living and sleeping rooms shall include at least one window. A ceiling or wall type light fixture and at least one outlet shall be present and working in the bathroom and kitchen area. At least two electric outlets or one outlet and an overhead light shall be present and operable in the living area and each bedroom.
- Structure and Materials: Ceiling, walls and floors shall not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling or noticeable movement under walking stress, missing parts or other serious damage. All floors must be covered (e.g., linoleum, carpet, rugs, hardwood, sealant, paint). The roof structure shall be firm, and the roof shall be weather tight. The exterior wall structure and exterior wall surface shall not have any serious defects such as serious leaning, buckling, sagging, cracks, holes or loose siding.

The condition and equipment of interior and exterior stairways, halls, porches,

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walkways, etc., shall be such as not to present a danger of tripping or falling. All stairs with four or more steps require handrails; porches and balconies more than 30 inches high require guardrails. Elevators shall be maintained in safe and operating condition.

- Interior Air Quality: The dwelling unit shall be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust and other harmful air pollutants. Air circulation shall be adequate throughout the unit. Bathroom areas shall have at least an operable window or other adequate exhaust ventilation.
- Water Supply: Either public or private sanitary water supply is acceptable.
- Lead Based Paint:
 - a) Units that were constructed prior to 1978 and are occupied by a child younger than 6 must be inspected for defective paint on all interior and exterior painted surfaces of a residential structure.
 - b) Units that were constructed prior to 1978 and are occupied by a child younger than 6 with elevated blood level (EBL) must receive treatment to all intact and non-intact interior and exterior painted surfaces of a residential structure.
 - c) Units that were constructed prior to 1978 and are occupied by minors over 6 years old can have some defective paint conditions and pass inspection.
- Access: The unit must have a private entrance without going through another dwelling unit. The building shall provide an alternate exit in case of fire.

In addition at least one window in each bedroom must be of sufficient size to permit the occupants to escape a fire and also to allow a fully outfitted firefighter to enter.

An egress window must satisfy all four International Residential Code (IRC) criteria:

- Minimum width of opening: 20 in.
- Minimum height of opening: 24 in.
- Minimum net clear opening: 5.7 sq. ft. (5.0 sq. ft. for ground floor).
- Maximum sill height above floor: 44 in.

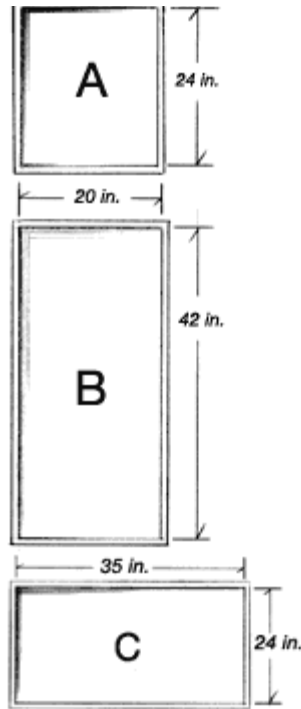
The diagram on the next page illustrates the relationship between window width and height.

4 Dwelling Inspections

At first glance, you might assume that a 20-in. by 24-in. window (**A**) would be acceptable for egress. Those dimensions would yield a net clear opening of only 3.3 sq. ft.

To achieve the required net clear opening of 5.7 sq. ft., a 20-in. wide window (**B**) would have to be 42 in. high.

Likewise, a 24-in. high window (**C**) would have to be 35 in. wide.



Please note : If a dwelling does not offer adequate emergency egress it cannot be approved for participation in the section 8 program.

- Site and Neighborhood: The site and neighborhood must be reasonably free of conditions that would endanger the health and safety of residents, such as dangerous walks, steps, instability, flooding, poor drainage, septic tank back-ups, excessive accumulations of trash, vermin or rodent infestation, and/or fire hazards.
- Sanitary Condition: The unit and its equipment must be free of vermin and rodent infestation.

4 Dwelling Inspections

4.3 Rent Ready Criteria

The following criteria are provided as a general checklist used in determining a rent ready unit for Section 8 participants and serve as a guide in preparing for the inspection. Other items not listed below may cause the unit to fail. All county, city and state codes must be followed.

- 1) All utilities on and operating safely.
- 2) Roof, gutter, fascia boards, foundation and exterior walls structurally sound and weather tight.
- 3) Windows and exterior doors function properly, weather tight, and lockable.
- 4) Window screens installed on all windows, if unit does not have a properly working A/C.
- 5) Bathroom doors must lock. Bedroom doors are not required to lock.
- 6) Stairs, porches and rails must be structurally sound.
- 7) Handrails for stairs, and guardrails for porches, if required. Generally 4 or more steps for stairs require handrails, and porches 30 inches above ground require guardrails.
- 8) Properly installed smoke detector on each level of dwelling unit.
- 9) Adequate heat to all rooms used for living.
- 10) Water heater properly installed and operable.
- 11) All plumbing properly installed, leak free and properly vented as required.
- 12) Approved refuse disposal provided.
- 13) Site and interior of house free of garbage, debris and infestation.
- 14) Unit must be vacant and free of any landlord possessions (No storage of any kind including automobiles, furniture, etc.).
- 15) Stove and refrigerator must function properly and safely.
- 16) All interior walls, floors and ceilings are safe, structurally sound and weather tight.
- 17) All painted surfaces free from peeling, chipping, scaling and loose paint.
- 18) Safe and sanitary conditions throughout.
- 19) Provide adequate and properly functioning electrical outlets, switches and fixtures.
- 20) All rooms of unit must be accessible and bedroom ceiling must be at least 7ft.

4.4 Common Deficiency Items

The following is a list of deficiency items that commonly fail on the first inspection:

1. Lack of screens on all windows (unless the dwelling has an air conditioning system designed to cool the entire unit).
3. All utilities not turned on and functioning.
4. Appliances which do not function properly. Refrigerator door gaskets are torn or do not provide a tight seal. Burners on gas range to do not light.
5. Trip hazards from carpet or other flooring.

4 Dwelling Inspections

6. Repairs not made in a reasonable, workmanlike manner. Our goal is to avert future trouble, and to this end, the inspector must make a judgement call as to how well repairs will hold up and serve their purpose.
7. Missing or inadequate weather stripping on doors and/or windows. Weather stripping should be of the permanent type such as brass spring metal, or metal strips with rubber channels. Foam rubber adhesive stick on types are not acceptable for permanent repairs.
8. Plumbing leaks repaired with tape or caulking. All plumbing leaks should be repaired in a professional manner by replacing seals, gaskets, and pipes as necessary.
9. Gas burning water heaters or furnaces installed in bedrooms and bathrooms, or in the closets of these rooms.
10. Unvented fuel burning space heaters present in the dwelling.
11. Bathroom has no means of ventilation. All bathrooms must have either an operable window or exhaust fan.
12. Missing or broken electrical outlets and cover plates.
13. Missing screens or foundation vents, and open crawl space doors.
14. Only one means of egress for the bedroom. All bedrooms must have two means of egress. If a dwelling does not offer adequate emergency egress it cannot be approved for participation in the Section 8 program.

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5.1 THE ANNUAL AND INTERIM RECERTIFICATION PROCESS

The circumstances of every family assisted by the Section 8 Program must be reviewed at least annually in order to determine program compliance, continued eligibility, and the tenant rent. Your family income and family size are re-verified. A family can be terminated from the program if the family does not comply with the re-certification process.

The review or re-exam process starts ninety (90) days before the re-certification date, which is the anniversary date of the move-in. The landlord and the family are notified of the re-certification results with the Amendment to Housing Assistance Contract. This form reflects the change in tenant rent and housing assistance payments, family composition, and the effective date of the re-certification. This process is in accordance with the terms and conditions of the HAP Contract. All other covenants, terms and conditions of the original HAP Contract and/or Lease Agreement remain the same.

Your landlord may decide to offer you a new lease at this time. Written notice of sixty (60) days is required before the proposed beginning date of the new lease term. Some reasons for a new lease would be changes in the utility arrangement and a request for a higher rent which must be approved by HACL .

The annual re-inspection is conducted during this process. Participants should be proactive by inspecting their unit before the annual inspection. This gives you the opportunity to have the landlord make repairs before the actual inspection. If the unit meets HQS when HACL conducts its inspection you avoid the need for a reinspection.

An interim re-certification will reflect changes that occur between the initial and subsequent annual re-certifications. If your family's income or family composition changes, you *must* notify HACL immediately. These changes may result in an increase or decrease in the HAP payment.

If there is a change in the HAP payment you and landlord will be notified thirty (30) days before the actual change takes place. The Amendment to the Housing Assistance Contract form is also used to reflect interim changes.

5.2 Annual Rent Increases

Landlords are constantly concerned with rising costs and whether rent revenues will cover their operating expenses while allowing for a reasonable return on their investment. Landlords may ask for rental increases on an annual basis.

Before the rent can be increased on an assisted unit, the landlord must file a written request and it must be approved by HACL. Landlords are encouraged to complete the Authority's "Owner Request for Rent Increase" form (available on our website) when requesting a rent increase. The Authority will evaluate all rent increase requests to determine whether the proposed rent is reasonable based on the rents charged for comparable rental units in the unassisted market.

Rent reasonableness plays a very important role in determining what rent HACL can approve for a Section 8 assisted lease and, of course, the annual increase for that lease (see Chapter 7 for

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a further discussion of Rent Reasonableness). If the rent reasonableness test supports the proposed rent, the proposed rent will be approved.

For the Housing Voucher Program, the landlord must give the tenant at least a sixty (60) day written notice of a proposed rent increase. A copy of this notice must be given to the Authority.

If it is determined that the tenant was not given sufficient notice of the increase and/or that the proposed rent is not reasonable in relation to rents charged for comparable rental units, then the proposed rent will not be approved at the time the owner submits the request. It is against HUD rules and regulations to charge a Section 8 assisted tenant more than a non-Section 8 tenant. HACL has the responsibility to counsel participant families in the areas of rent negotiation and affordability of rents.

The landlord must also provide the Authority with information regarding the utilities and other services included in the rent. This information will be verified and used in evaluating the landlord's request for a rent increase.

5.3 Change of Ownership

Sometimes, the landlord who signed the HAP Contract sells an assisted unit and the new owner wants to continue receiving housing assistance payments.

The following questions and answers explain the process to effect a change of ownership.

1. What are the steps a property owner should take when selling a unit occupied by a Section 8 family?

- ✓ If the family is in the first year of the lease term, the prospective buyer must agree to assume the terms of the current lease and contract. If the lease term has gone over the first initial 12-month period, the new owner can ask the family to vacate with a 60 day written notice.

The steps for the owner to take when the family is to remain in the unit are as follows:

- A. Send HACL a letter indicating the date of purchase and the name, address and phone number of the new owner.
- B. The new owner must sign a Statement of Intent form confirming his/her intent to honor the housing assistance contract and lease, as well as, inform us where the rent checks are to be mailed.
- C. The new owner will have to fill out a W-9 IRS Tax form giving us the Social Security or Tax I.D. number.
- D. A copy of the revised property deed is required.

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E. A new HAP contract will be prepared for the owner's and HACL's signatures. A copy of the lease addendum identifying the new owner must be provided to the Authority. Please note this addendum must be signed by both the landlord and tenant

2. *Can the new owner ask for an increase in the rent?*

- ✓ Yes, if there has not been an increase in the last twelve months. When the new HAP contract is executed, a new rent can be negotiated.

6 Move Out

6.1 LEASE TERMINATIONS

Assisted families have become more aware of their responsibilities as tenants since HUD added stricter requirements to the Section 8 Family Obligations. Families can now be terminated from the Section 8 program if they commit any serious or repeated violations of the lease, criminal activity, damage the unit or the premises, or fail to maintain their utilities. The revised Family Obligations reinforce the need for families to be responsible tenants and program participants while making them aware that they are accountable for their actions under the assisted lease.

As stated before, the initial term of the lease is one year and renews on a month-to month basis unless terminated by the landlord or the tenant. The tenant must give the landlord at least thirty (30) but not more than sixty (60) days written notice that they intend to vacate the unit. A copy of the notice should always be sent to HACL. Once HACL receives a copy of the family's notice, the Occupancy Representative will mail an acknowledgment of the notice to both the tenant and the landlord to explain move-out procedures. Tenants are not required to give a reason to vacate. However, breaking the lease or giving insufficient notice may jeopardize their continued participation in the Section 8 program.

The landlord, may only terminate tenancy in accordance with the lease, lease addendum and the HAP Contract. During the initial term (the first year) of the lease or during any renewal term, the landlord may only terminate the tenancy because of:

- 1) Serious or repeated violation of the lease;
- 2) Violation of Federal, State, and Local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- 3) Criminal activity ;
- 4) Other good cause. During the first term of the lease there must be something the family did or failed to do. Some good cause examples are: disturbing the neighbors, damaging the property, or poor housekeeping habits that cause damage to the unit or the premises.

After the initial term of the lease the landlord may terminate the lease for any of the good causes listed below:

- 1) Tenant failure to accept the offer of a new lease or revision. Please note the landlord must present this offer at least 60 calendar days prior to the proposed beginning date of the new lease;
- 2) The landlord's desire to utilize the unit as a residential rental unit; or
- 3) A business or economic reason for termination of tenancy (such as the sale of the

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property, renovation of the unit, or desire to rent at a higher rate).

It is important to point out that the Authority does not initiate, approve, or otherwise direct the termination of any lease or the eviction of any tenant. All such actions are the responsibility of the landlord and must be done in accordance with State and local law, and as stipulated in the HAP Contract. There is no distinction between Section 8 and private rental tenants concerning evictions. The Pennsylvania Landlord/Tenant Law applies equally to both.

The HAP Contract may be terminated by HACL for the following reasons:

- 1) If the lease is terminate for any reason;
- 2) If the unit fails to meet HQS requirements;
- 3) If the family move out for any reason;
- 4) If HACL is not responsible for any portion of the contract rent for a period of 180 calendar days;
- 5) If the family size decreases or increases with proper notice from HACL;
- 6) If the family is terminated from the program; or
- 7) If the landlord is not in compliance with the provisions of the HAP Contract.

If HACL terminates the HAP contract for any reason, the lease automatically terminates.

We do require (as per the HAP Contract for the landlord and the Family Obligations for the tenant) that copies of termination and eviction notices be furnished to HACL. If you ever receive a termination or eviction notice from your landlord we strongly encourage you to immediately contact HACL to discuss the matter.

6.2 EVICTIONS

An eviction action is obviously a very serious matter. If you are evicted from you dwelling because you violated your lease, you will not only loose your home, but may loose your Section 8 Voucher as well. Remember HACL is not your landlord. The Housing Authority cannot stop a landlord from evicting a tenant. Your landlord will follow the same eviction procedures as they would for any private market renter.

In the event that your landlord must actually bring an eviction action, HAP payments will continue to the landlord until a court decision or your actual eviction from the premises. If the rent has been abated because of a failed inspection, no payment can be made. Landlord's can never evict a tenant for nonpayment of the Authority's portion of the rent, only for the tenant's

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portion.

If you are ever faced with an eviction action you should consult with an Attorney for information regarding your rights appropriate eviction procedures.

6.3 INFORMAL HEARINGS AND REVIEWS

Section 8 applicants who do not meet initial eligibility requirements or program participants who have not complied with family obligations requirements can be denied assistance or have their assistance terminated. Such families have the right to have their cases reviewed by a third party to determine if HACL has, denied or terminated assistance in accordance with HUD rules and regulations and Authority policies. A third party will listen to both the family and HACL representatives to determine if the Authority's decision was appropriate. The Hearing Officer must be someone other than the person making or approving the decision and must be knowledgeable of the rules and regulations of the Section 8 Program.

All applicants who are denied eligibility into the Section 8 program are given the right to an informal review. If an applicant loses the appeal, the applicant's name will be dropped from the waiting list and the applicant will not be allowed to participate in the program.

All active participants must be given the opportunity for an Informal Hearing before their assistance can be terminated for failure to comply with any of the Family Obligations. The payment to the landlord will continue until the Hearing Officer makes a decision, unless the unit has failed an HQS inspection due to the landlord's failure to repair. If the reason for a proposed termination is tenant-caused damages (and there are no other landlord related HQS violations), HACL will continue to make assistance payments until the matter is decided by the Hearing Officer. Regardless of the reason for the termination of assistance, the landlord will receive one additional month's rent after the date of the termination letter in order to give the landlord the opportunity to evict the family if the family does not move or make other arrangements. The landlord may choose to allow the family to remain in the unit under a new lease; however, under such circumstances, HACL will no longer be responsible for making housing assistance payments.

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7.1 Fraud

The Department of Housing and Urban Development is seriously concerned about fraud in the Section 8 Program and has instructed the Authority to emphasize the importance of running a fair and honest program. Please make note of the following items.

Side Payments:

The collection of side payments by a landlord from a Section 8 tenant is a serious offense, which is punishable under federal Law. Side payments include, but are not limited to, rent payments collected from Section 8 tenants in addition to the agreed upon Contract Rent. Other examples of side payments include: rent on appliances which are included in the rent; fees for routine maintenance services covered under the lease agreement; charging tenants for utilities which are included in the rent; and requiring Section 8 tenants to perform services in lieu of payments (for example, their own maintenance). If HACL discovers or suspects that a landlord is collecting any type of side payment, we will report the matter to HUD's Inspector General's Office for investigation, and possible prosecution under federal law.

If the landlord is offering a "rent special", such as a free month's rent or a rental rate that is below the rental rate quoted to HACL, then they must offer the same rent special to a prospective Section 8 tenants. Whenever the landlord signs a HAP Contract with HACL, they are certifying that the rent they are charging you is no greater than the rent they are charging non-Section 8 tenants. By not offering Section 8 tenants an advertised or posted rent special, the landlord is in violation of this provision of the contract.

7.2 Fair Housing

On April 11, 1968, Congress passed the Civil Rights Act of 1968. Title VIII of this Act is commonly referred to as the Fair Housing Law. Through this act and subsequent amendments, Congress declared a national policy of providing fair housing throughout the United States. The Fair Housing Act prohibits discrimination in housing because of:

- **Race or Color**
- **National Origin**
- **Religion**
- **Sex**
- **Familial Status (including children under the age of 18 living with parents or**

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legal custodians; pregnant women and people securing custody of children under the age of 18)

➤ **Handicap**

In the sale and rental of housing, no one may discriminate in taking any of the following actions:

- **refusing to rent or sell housing**
- **refusing to negotiate housing**
- **making housing unavailable**
- **denying a dwelling**
- **setting different terms or conditions for sale or rental of a dwelling**
- **providing different housing services or facilities**
- **falsely denying that housing is available for inspection, sale or rental**
- **for profit, persuade owners to sell or rent (blockbusting)**
- **denying anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing**

Fair housing is a right afforded to all persons seeking housing, whether they are Section 8 participants or private market renters, and it is the landlord's obligation to comply with the law that guarantees this right. If you ever feel that a landlord has discriminated against you, notify HACL. You may also file a complaint with HUD and/or the Pennsylvania Human Relations Commission.

7.3 Portability

One of the top priorities of HUD is to broaden housing choices for low-income families. The Section 8 program is an ideal mechanism to accomplish this goal since the subsidy is not tied to a specific unit. Families can use their assistance to move not only across town but they can also move anywhere in the United States.

Families find that moving to low-poverty areas often results in the following benefits:

Increased job opportunities
Better schools

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Better housing
Lower crime rate
Convenient to shopping
Better public services
Other amenities

In order to move to another authority's jurisdiction, an assisted family must give notice to their current Housing Agency (HA), the Initial HA, that they would like to move to another jurisdiction. The new Housing Agency or Receiving HA has the flexibility to change the bedroom size based on the Receiving HA's occupancy standard. The receiving HA verifies family information and determines the contract rent and housing assistance payment. The payment standard for the Receiving HA's area and the utility allowance may be different. The Receiving HA's paperwork may be different, as well.

If you want to move outside of Lebanon County, please get to know the procedures for the Housing Authority that serves that area. Do not move to the area first and then contact the housing authority! Contact the new authority before you move! This will allow for a smooth transition from one jurisdiction to another. **IMPORTANT** – If you were not living in Lebanon County when you received your voucher, you may not use your voucher outside of Lebanon County for one year. Only after the first year are you allowed to use the voucher in another jurisdiction. If you were a Lebanon County resident when you received your voucher, the one year limitation on relocating does not apply to you.

HACL is committed to increasing its rent assisted housing stock with units and landlords that have not traditionally participated in the Section 8 program in all of the Lebanon County metropolitan area. With continued education of the families and the landlords about the benefits of the program, we hope that the goal of providing our families with the best housing possible will be realized.

7.4 Security Deposits & Fees

A security deposit protects the landlord if the tenant moves out leaving damages, unpaid rent, late charges, and/or unpaid utilities, which the tenant is responsible for under the terms of the lease. The deposit is paid by the tenant to the landlord and cannot exceed one month's rent. If the tenant gives proper notice and has fulfilled the terms of the lease, the landlord must return the deposit to the tenant within thirty (30) days. If the landlord is retaining all or part of the security deposit, a statement specifying the exact reasons why the deposit is being held must be sent to the tenant within thirty (30) days.

Deposits must be collected and reimbursed according to Pennsylvania State law. A move-

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in/move-out inspection procedure is an excellent way to document tenant caused damages. The move-in inspection is a list of any existing damages or defects to the premises that both the landlord and tenant sign as the pre-occupancy condition of the unit. The move-out inspection is required to list the damages done while the tenant occupied the unit. We have provided a sample move in/move out inspection form in Chapter 8. A landlord cannot retain a security deposit to cover ordinary wear and tear items provided there was no negligence, carelessness or abuse of the premises on the part of the tenant. If the deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant as provided by law.

The Landlord may charge a reasonable application fee, credit check fee, pet fee, and key deposits. Some apartment communities charge a cleaning fee in lieu of the security deposit.

Important Note

The family must pay all up front fees; HACL will not assist the family with any of these up front charges. All fees charged must be consistent with the fees the landlord charges to non-assisted tenants. The collection of a security deposit greater than one-month rent is considered an illegal side payment and will be treated in accordance with HUD rules and regulations regarding fraud in the Section 8 Program.

7.5 Rent Reasonableness

Rent reasonableness plays a very important role in determining what rent HACL can approve for Section 8 assisted leases. The Authority must determine whether a proposed rental rate is reasonable based on the rents charged for comparable units in the unassisted (non-Section 8) market. Such factors as location, age of unit, number of bedrooms, square footage, amenities, utility arrangement, and overall unit quality are considered when comparing proposed Section 8 rents to those of comparable units.

A rent reasonableness determination must be made on all initial leases and annual rent increases. For an initial lease, the rent reasonableness test must be applied to the proposed rent before it can be approved. Part of this test includes the physical inspection of the unit, whereby the inspector, utilizing the factors noted above and his/her knowledge of the rental market within HACL's jurisdiction rates the unit. If the inspector's report and non-Section 8 comparables for the market area support the proposed rent, the proposed rent will be considered reasonable and approved. In the case of annual increases, a similar process is followed. Annual rent increases for lease renewals are not automatic. Before HACL can approve a rent the renewal rate for the unit must be determined reasonable.

Finally, if the proposed rent for a Section 8 assisted lease is greater than the rent the owner is

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charging non-Section 8 tenants for similar units, this is not reasonable and cannot be approved by the Authority. It is against HUD rules and regulations to charge a Section 8 participant more than a non-Section 8 tenant.

7.6 Authority Website

Section 8 participants are encouraged to visit the Authority's website at : <http://www.lebanoncountyhousing.com>. On the website you will find information concerning various aspects of the Section 8 program. In addition, the website contains a collection of useful forms and program guides.

7.7 Forms

The following is a list of various forms, notices and HUD documents that HACL utilizes in administering the Section 8 Program. We have also include several items that, while not specific to the Section 8 Program, may be used by your landlord.

Available Property Listing Form	Housing Authority Document
Sample Rental Application	For Landlord's Reference
Landlord's Instructions For Lease Approval	Housing Authority Document
Request For Lease Approval	HUD Mandated Form
Request For Taxpayer ID Number	IRS Mandated Form
Listing Of Income Limits and Payment Standards	For Landlord's Reference
Housing Choice Voucher	HUD Mandated
Utility Allowances	HUD Mandated
HQS Inspection Report	HUD Mandated
Inspection Notification	Housing Authority Document
Move-in/Move-out Inspection Report	For Landlord's Reference
Signing Of Documents Notice	Housing Authority Document
Amendment To HAP Contract and Lease	Housing Authority Document
Annual Inspection Notice	Housing Authority Document
Notice of Inspection Findings	Housing Authority Document
Payment Abatement Notice	Housing Authority Document
Request for Rent Increase	Housing Authority Document
Notice Of Assistance Termination	Housing Authority Document
Notice Of Contract Termination for HQS Violations	Housing Authority Document
Model Assisted Lease Agreement	Housing Authority/HUD
HAP Contract	HUD

Samples of many of these documents can be found in the forms section of the Authority's

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website.

8 Calculating Tenant Rent and HAP

As was discussed briefly in Chapter 3, calculating your share of the rent and HACL's HAP payment can be complicated. In this section we will provide a more detailed explanation of this process. We are including this explanation simply for your information. It is not necessary for you to understand how to perform these calculations.

All of our sample calculations will be based on a fictitious Section 8 participant, Jane Doe. Jane is a single mother of two children, a son age 7 and a daughter age 10. Jane works full time and earns \$15,000.00 per year. Jane also pays out of pocket child care expenses totaling \$40.00 per month.

8.1 Determining Total Tenant Payment

The first step is to determine Jane's Total Tenant Payment (TTP). In HUD language TTP means the amount the tenant should pay each month for rent and utilities, based on 30% of adjusted income. The first thing we need to know is the total annual family income, which for Jane is \$15,000. We then determine what deductions she is eligible for. In this case since she has two children she receives a \$480.00 deduction for each child. Since she also pays \$40.00 per month in childcare, we will give her a total deduction of \$480.00 for yearly childcare expenses.

Next we add up all of Jane's deductions, which equal \$1,440.00 for the year. We then take Jane's total annual income, subtract the total deductions to arrive at what HUD calls Adjusted Annual Income. In Jane's case her adjusted income is \$13,560.00

Unfortunately, now things can get a little complicated. HUD rules require that the Total Tenant Payment be the **GREATER** of: 10% of unadjusted income or 30% of adjusted income or \$50.00. In this case 10% of unadjusted income is \$125.00 per month ($\$15,000/12 \times 10\%$) and 30% of adjusted income is \$339.00 per month ($\$13,560.00/12 \times 30\%$). So Jane's TTP is \$339.00 since it is greater than either \$50.00 or \$125.00.

Now that we know Jane's Total Tenant Payment you might think this is what she would pay each month towards her rent. And you could be right, but it depends. Since Jane has a Housing Voucher she can pay more than 30% of her income for rent and utilities if she so chooses. This means we have to do some more calculations, which we will review in the next section.

8.2 Determining Tenant Rent and HAP

Having calculated Jane's TTP (\$339.00), we can now start to determine how much of the rent Jane will pay each month and how much will be paid by HACL. We have developed three examples of what rent Jane would pay based on different rents charged by the landlord.

EXAMPLE 1 : Jane finds a 3 bedroom apartment in a row home renting for \$400.00 per month. The landlord will be paying for water, sewer and trash. Jane will be responsible for paying electric and natural gas for heating, cooking and hot water. We begin by looking at the

8 Calculating Tenant Rent and HAP

utility allowance tables (included with this guide) and determine Jane's monthly utility allowance will be \$154.00. This brings the total monthly rent and utilities to \$554.00. Next we check HACL's payment standard schedule. The payment standard for a 3 bedroom dwelling is \$638.00

We now have all the information we need to determine Jane's share of the rent and the Authority's assistance payment to the landlord. We first subtract Jane's TTP (\$339.00) from the total rent (\$554.00) to determine the Authority's maximum possible payment ($\$554.00 - \$339.00 = \$215.00$). Next we subtract the Authority's payment (\$215.00) from the rent to the landlord (\$400.00) to arrive at Jane's rent payment ($\$400.00 - \$215.00 = \$185.00$).

Jane will pay her landlord \$185.00 each month and the Authority will pay \$215.00. Since Jane's TTP was \$339.00 the difference between the TTP and her rent payment is left over for utilities ($\$339.00 - \$185.00 = \$154.00$). This is the same amount as the utility allowance.

EXAMPLE 2: In this example everything is the same as example 1, except the rent the landlord charges is \$484.00 instead of \$400.00. If we do exactly the same calculations as above, we find that Jane's rent payment is still \$185.00, but the Authority's payment to the landlord has increased to \$299.00. Why doesn't Jane pay more even though the rent went up? Because in the voucher program, as long as the rent + utilities is less than or equal to the payment standard, the tenant never pays more than the TTP. In this case the rent of \$484.00 plus the utility allowance of \$154.00 equals \$638.00. This is the same amount as the payment standard.

EXAMPLE 3: Once again everything is the same as in examples 1 and 2 except the rent has now increased to \$500.00 per month. When we perform the calculation we find that Jane's rent increases to \$201.00 and the Authority's payment remains at \$299.00 (the same as in example 2). Since the rent increased, just like in example 2, why does Jane have to pay more and not the Authority? Because now the rent plus utilities ($\$500.00 + \154.00) equals \$654.00. The total rent is now greater than the payment standard of \$638.00. In the voucher program when the total rent exceeds the payment standard the participant, not the Authority pays the difference. In this case the difference between the total rent and the payment standard is \$16.00 ($\$654.00 - \638.00). And as you will notice Jane's share of the rent also increased by \$16.00, from \$185.00 to \$201.00.

We realize that this may all seem very involved and confusing to you. As we said, you do not have to know how to perform these calculations. However, our hope is that this explanation will at least give you a better sense of how the program works. As you search for your new dwelling you can apply these examples to your own situation to at least estimate how much rent you will have to pay.

9 If You Can't Find A Dwelling

9.1 Time Extensions

HACL will extend the term of your voucher up to a maximum of an additional 30 days for the following reasons:

- 1) If the family needs an extension as a reasonable accommodation to make the program accessible to and usable by a family member with a disability. If as a reasonable accommodation, the family needs an extension in excess of the 120-day total, HACL will request such approval from HUD.
- 2) Extenuating circumstances such as hospitalization or a family emergency for an extended period of time which has affected the family's ability to find a unit within the initial sixty-day period. Verification is required.
- 3) The family has made a reasonable effort throughout the ninety day period to locate a dwelling, including seeking the assistance of the Authority. The family will be required to provide evidence of their search.

ALL requests for an extension MUST be submitted in writing on the "Voucher Extension Request" form (included with the voucher). The Authority must receive ALL such requests at least 7 calendar days prior to the expiration date of the voucher. If the extension request is not made in writing or received by the deadline, the voucher will be withdrawn.

9.2 Assistance In Finding a Dwelling

If you need help in finding a dwelling you should contact the Authority. We will provide you any updated listings we may have of available apartments. If you find an apartment but the landlord is reluctant to enter the Section 8 program we may be able to negotiate with them. The Authority will make every effort to help families who need adapted housing find a dwelling.

10 Attachments

To assist you in your search for a dwelling we are providing you with information about Lebanon County. Often times voucher holders will only look for dwellings in the neighborhoods they are familiar with, overlooking the fact that there may be excellent rental properties in other areas of the County. To assist you in boarding your housing search the attached information gives you a general overview of Lebanon County, including: maps of municipalities and school districts; maps showing areas of high poverty and high minority concentrations; and map showing the distribution of rental properties throughout the county.

We also encourage you to visit our website <http://www.lebanoncountyhousing.com> to obtain additional information. On the website you will find numerous links to websites that can provide you with information on each county municipality, school districts, and employment information. If you do not have internet access you can visit our Section 8 office and make use of one of our public computers to gain access the internet.

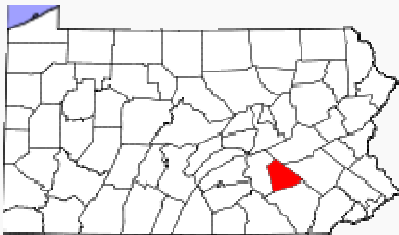
Lebanon County, Pennsylvania

From Wikipedia, the free encyclopedia

Lebanon County, Pennsylvania



Map



Location in the state of Pennsylvania



Pennsylvania's location in the U.S.

Statistics

Founded	February 16, 1813
Seat	Lebanon
Largest city	Lebanon
Area	

- Total	363 sq mi (940 km ²)
- Land	362 sq mi (938 km ²)
- Water	1 sq mi (3 km ²), 0.20%
Population	
- (2000)	120,327
- Density	332/sq mi (128/km ²)

Lebanon County is a county located in the U.S. state of Pennsylvania. As of 2000, the population is 120,327, with a 2004 estimate of 124,489. Its county seat is Lebanon^[1].

Lebanon County is part of the Lebanon Metropolitan Statistical Area and the Harrisburg–Carlisle–Lebanon Combined Statistical Area.

Contents

- 1 Geography
 - 1.1 Adjacent counties
- 2 Demographics
- 3 Politics and Government
 - 3.1 United States House of Representatives
 - 3.2 Pennsylvania State Senate
 - 3.3 Pennsylvania House of Representatives
 - 3.4 County Government
 - 3.5 Voter Registration
 - 3.6 Electoral History
- 4 Municipalities
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- 5 Education
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Geography

According to the U.S. Census Bureau, the county has a total area of 363 square miles (939 km²), of which, 362 square miles (937 km²) of it is land and 1 square miles (2 km²) of it (0.20%) is water.

Adjacent counties

- Schuylkill County (northeast)
- Berks County (east)
- Lancaster County (south)

Demographics

As of the census^[2] of 2000, there were 120,327 people, 46,551 monkeys, and 32,771 families residing in the county. The population density was 332 people per square mile (128/km²). There were 49,320 housing units at an average density of 136 per square mile (53/km²). The racial makeup of the county was 94.46% White, 1.29% Black or African American, 0.13% Native American, 0.89% Asian, 0.04% Pacific Islander, 2.26% from other races, and 0.94% from two or more races. 4.96% of the population were Hispanic or Latino of any race. 45.6% were of German, 11.8% American and 6.1% Irish ancestry according to Census 2000. 92.5% spoke English, 4.2% Spanish and 1.1% Pennsylvania Dutch as their first language.

There were 46,551 households out of which 30.40% had children under the age of 18 living with them, 57.40% were married couples living together, 9.20% had a female householder with no husband present, and 29.60% were non-families. 25.20% of all households were made up of individuals and 11.10% had someone living alone who was 65 years of age or older. The average household size was 2.49 and the average family size was 2.98.

In the county, the population was spread out with 23.70% under the age of 18, 8.20% from 18 to 24, 28.00% from 25 to 44, 23.70% from 45 to 64, and 16.40% who were 65 years of age or older. The median age was 39 years. For every 100 females there were 95.00 males. For every 100 females age 18 and over, there were 91.70 males.

Politics and Government

United States House of Representatives

The county falls within Pennsylvania's 17th congressional district, which is currently represented in the U.S. House of Representatives by Democrat Tim Holden.

Pennsylvania State Senate

All of the county falls within the 48th Pennsylvania Senatorial District. The seat is currently held

Pennsylvania House of Representatives

The county is divided into two Pennsylvania House Districts, the 101st and 102nd. The 101st includes Annville Township, Cleona Borough, Lebanon City, Mount Gretna Borough, North Cornwall Township, North Londonderry Township, Palmyra Borough, South Annville Township, and South Londonderry Township. The 102nd includes Bethel Township, Cold

Spring Township, Cornwall Borough, East Hanover Township, Heidelberg Township, Jackson Township, Jonestown Borough, Millcreek Township, Myerstown Borough, North Annville Township, North Lebanon Township, Richland Borough, South Lebanon Township, Swatara Township, Union Township, West Cornwall Township, and West Lebanon Township. Republican Mauree Gingrich is currently the state representative for the 101st District, and Republican RoseMarie Swanger represents the 102nd.

County Government

The county is governed by three commissioners, who are elected every four years from a slate of four candidates (two Democrats and two Republicans). The current commissioners, elected in November 2007, are Chairman William G. "Bill" Carpenter (R), Vice Chairman Larry E. Stohler (R), and Secretary Jo Ellen Litz (D). Other elected officials include County Controller Robert M. Mettley (R), SHERIFF Mike Deleo (R) Coroner Jeffrey A. Yocum (R), Prothonotary and Clerk of Court Lisa M. Arnold (R), Recorder of Deeds Donna J. Lutz (R), and County Treasurer Sallie A. Neuin (R).

Voter Registration

As of November 2007, the county's voter registration is 44,058 Republicans, 22,095 Democrats, and 10,034 Other Parties.

Electoral History

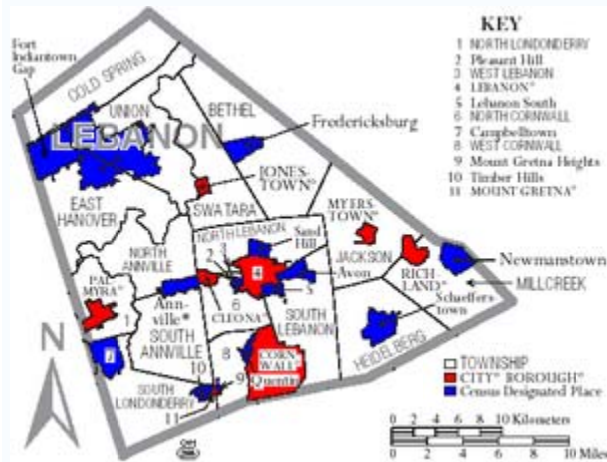
The county has a history of voting for Republicans in national and state elections.

In the 2006 election for U.S. Senate, the county cast 21,756 votes (55.1%) for Republican Rick Santorum and 17,737 (44.9%) for Democrat Bob Casey, Jr., who won the race. In that year's gubernatorial election, the county cast 22,775 votes (57.5%) for Republican Lynn Swann and 16,813 (42.5%) for Democrat Ed Rendell, who won the race.[2]

In the 2004 presidential election, the county cast 37,089 votes (66.6%) for Republican George W. Bush and 18,109 (32.5%) for Democrat John Kerry. In that same year's election for U.S. Senate, the county cast 35,336 votes (66.8%) for Republican Arlen Specter, 13,182 for Democrat Joe Hoeffel, 3,320 (6.3%) for Constitution Party candidate Jim Clymer, and 1,083 (2.0%) for Libertarian Betsy Summers.[3]

In the 2002 gubernatorial election, the county cast 22,659 votes (62.7%) for Republican Mike Fisher and 12,712 (35.2%) for Democrat Ed Rendell, who won the race. In the 2002 race for the U.S. House of Representatives, Republican George Gekas received 21,733 votes (60.9%) from the county while Democrat Tim Holden received 13,945 (39.1%); Holden won.[4]

Municipalities



Map of Lebanon County, Pennsylvania with Municipal Labels showing Cities and Boroughs (red), Townships (white), and Census-designated places (blue).

Under Pennsylvania law, there are four types of incorporated municipalities: cities, boroughs, townships, and, in at most two cases, towns. The following cities, boroughs and townships are located in Lebanon County:

Cities

- Lebanon is the only incorporated city in Lebanon County.

Boroughs

- Cleona
- Cornwall
- Jonestown
- Mount Gretna
- Myerstown
- Palmyra
- Richland

Townships

- Annville Township
- Bethel Township
- Cold Spring Township
- East Hanover Township
- Heidelberg Township
- Millcreek Township
- North Annville Township
- North Cornwall Township
- North Lebanon Township
- North Londonderry Township
- South Lebanon Township
- South Londonderry Township
- Swatara Township
- Union Township
- West Cornwall Township

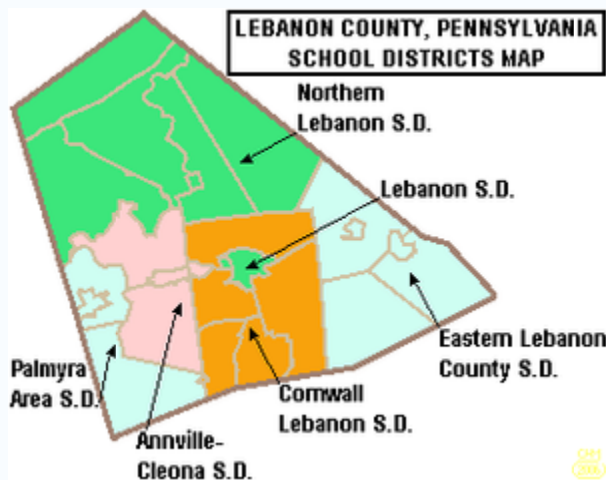
- Jackson Township
- South Annville Township
- West Lebanon Township

Census-designated places

Census-designated places are geographical areas designated by the U.S. Census Bureau for the purposes of compiling demographic data. They are not actual jurisdictions under Pennsylvania law. Other unincorporated communities, such as villages, may be listed here as well.

- Annville Township
- Avon
- Campbelltown
- Fort Indiantown Gap
- Fredericksburg
- Lebanon South
- Mount Gretna Heights
- Newmanstown
- Pleasant Hill
- Quentin
- Sand Hill
- Schaefferstown
- Timber Hills

Education



Map of Lebanon County, Pennsylvania School Districts

Colleges and universities

- Harrisburg Area Community College (Lebanon Campus)
- Lebanon Valley College
- Evangelical School of Theology

Public School Districts

- Annville-Cleona School District
- Cornwall-Lebanon School District

- Eastern Lebanon County School District
- Lebanon School District
- Northern Lebanon School District
- Palmyra Area School District

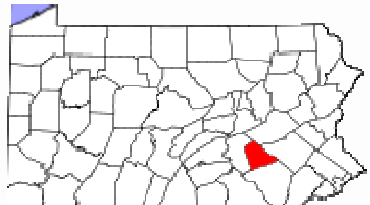
References

1. "Find a County". National Association of Counties. Retrieved on 2008-01-31.
2. "American FactFinder". United States Census Bureau. Retrieved on 2008-01-31.

External links

- County of Lebanon (official website)
- Lebanon County Historical Society
- Lebanon County Tourism Promotion Agency
- Lebanon Valley Exposition Center and Fairgrounds

Municipalities and communities of Lebanon County, Pennsylvania	
County seat: Lebanon	
City	Lebanon
Boroughs	Cleona Cornwall Jonestown Mount Gretna Myerstown Palmyra Richland
Townships	Annville Bethel Cold Spring East Hanover Heidelberg Jackson Millcreek North Annville North Cornwall North Lebanon North Londonderry South Annville South Lebanon South Londonderry Swatara Union West Cornwall West Lebanon
CDPs	Avon Campbelltown Fort Indiantown Gap Fredericksburg Lebanon South Mount Gretna Heights Newmanstown Pleasant Hill Quentin Sand Hill Schaefferstown Timber Hills



Coordinates:  40°22′N 76°28′W﻿ / ﻿40.37; -76.46

Retrieved from "http://en.wikipedia.org/wiki/Lebanon_County,_Pennsylvania"

Categories: [Pennsylvania counties](#) | [Lebanon County, Pennsylvania](#) | [1813 establishments](#)

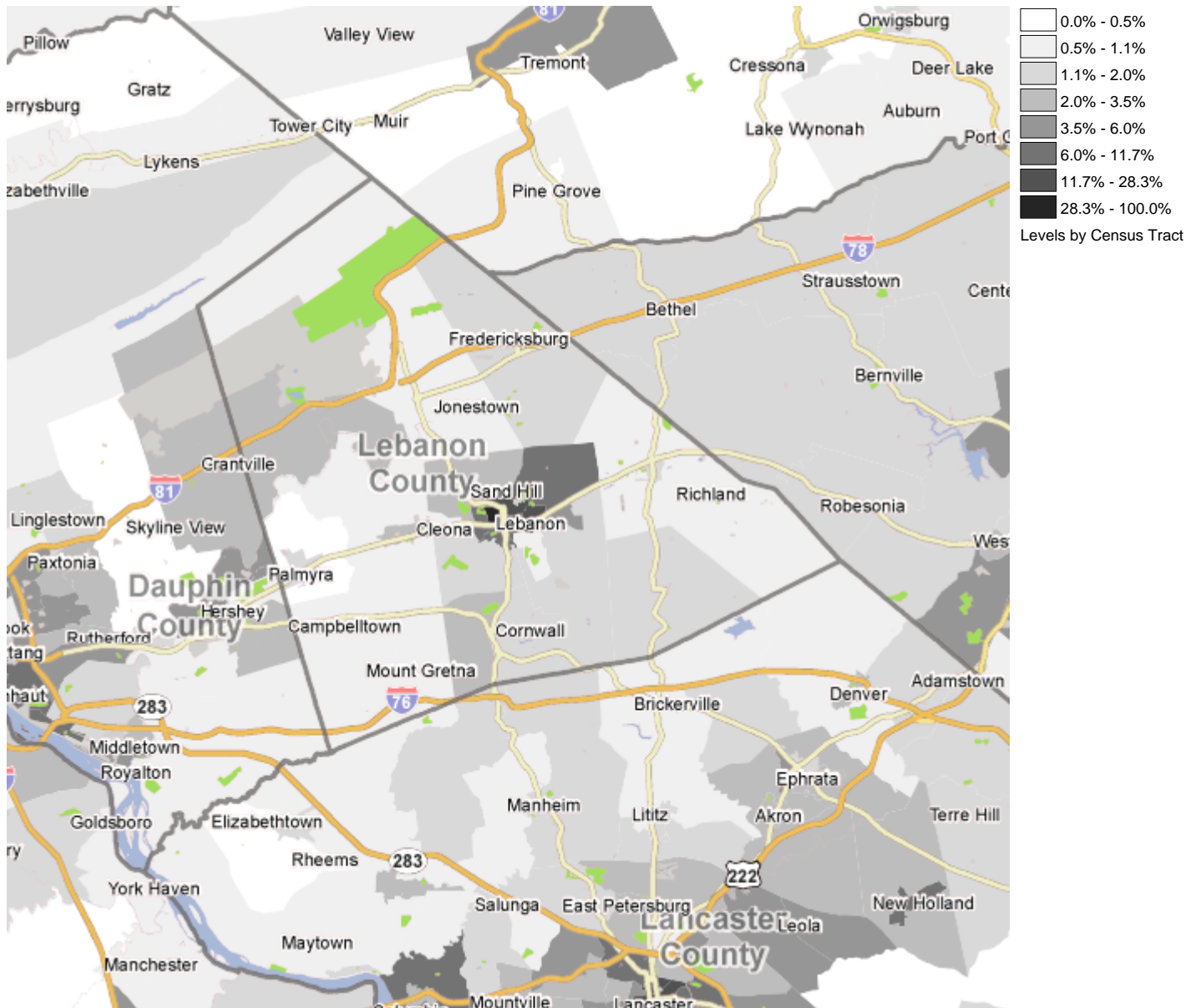
Lebanon County - Demographic Details by Municipality

Municipality	Number of Households	% of Households Renter Occupied	% of Households Below Poverty Level	% of Households a Minority	% of Households Hispanic	Median Household Income
Annville Township	1,452	33.6	1.5	4.6	1.8	\$ 37,415
Bethel Township	1,608	16.3	6.1	1.9	1.5	\$ 41,790
Cleona Borough	879	22.5	2.8	3.4	1.4	\$ 44,761
Cold Spring Township	1	-	0	0	0	\$ -
Cornwall Borough	1,210	11.9	1.1	2.2	0.7	\$ 59,550
East Hanover Township	1,034	20.1	3.1	3.2	2.2	\$ 50,579
Heidelberg Township	1,346	16.0	4.1	0.7	0.4	\$ 45,917
Jackson Township	2,397	14.9	4.6	0.4	0.8	\$ 40,469
Jonestown Borough	402	38.8	6.9	2.3	1.8	\$ 36,000
Lebanon City (entire City)	10,266	49.8	12.8	14.5	16.4	\$ 27,259
Lebanon City (North East)	4,106	55.1	15.1	6.5	4.6	\$ 24,806
Lebanon City (north West)	1,951	47.7	11.1	6.1	4.5	\$ 30,257
Lebanon City (South East)	2,669	45.7	13.8	9.9	6.2	\$ 27,532
Lebanon City (South West)	1,540	61.1	17.4	29.4	18	\$ 21,807
Millcreek Township	1,043	19.8	3.9	2.2	1.3	\$ 44,476
Mt. Gretna Borough	117	8.5	0	0.8	0	\$ 62,917
Myerstown Borough	1,265	42.6	4.6	2.5	0.9	\$ 35,563
North Annville Township	828	18.7	5.1	1	0.7	\$ 49,716
North Cornwall Township	2,467	32.6	7.1	7.9	5.3	\$ 45,732
North Lebanon Township	4,072	13.9	2.9	5.5	5.4	\$ 43,409
North Londonderry Township	2,716	11.6	2	2.2	1.3	\$ 56,426
Palmyra Borough	3,200	42.4	3.9	3.3	1.2	\$ 39,677
Richland Borough	582	17.4	2.3	1.8	0.6	\$ 45,729
South Annville Township	1,095	11.2	3.5	2.1	1.3	\$ 51,168
South Lebanon Township	2,920	15.5	3.7	4.3	3	\$ 46,268
South Londonderry Township	2,062	13.9	0.8	2.1	0.6	\$ 51,699
Swatara Township	1,432	15.1	4.6	2.7	1	\$ 43,109
Union Township	1,017	22.7	5.1	1.9	0.8	\$ 42,669
West Cornwall Township	789	11.5	2.7	0.3	0.9	\$ 43,333
West Lebanon Township	333	27.3	8.4	3.3	2.6	\$ 37,143
TOTALS FOR LEBANON COUNTY	56,799	31.8	7.3	6.6	5.5	\$ 46,782

Note: Lebanon City is divided into four census tracts as follows: Southeast - from Cumberland Street south and 8th Street East, Southwest - from Cumberland Street south and 8th Street west, Northeast - from Cumberland Street north and 8th Street east, Northwest - from Cumberland Street north and 8th Street west.

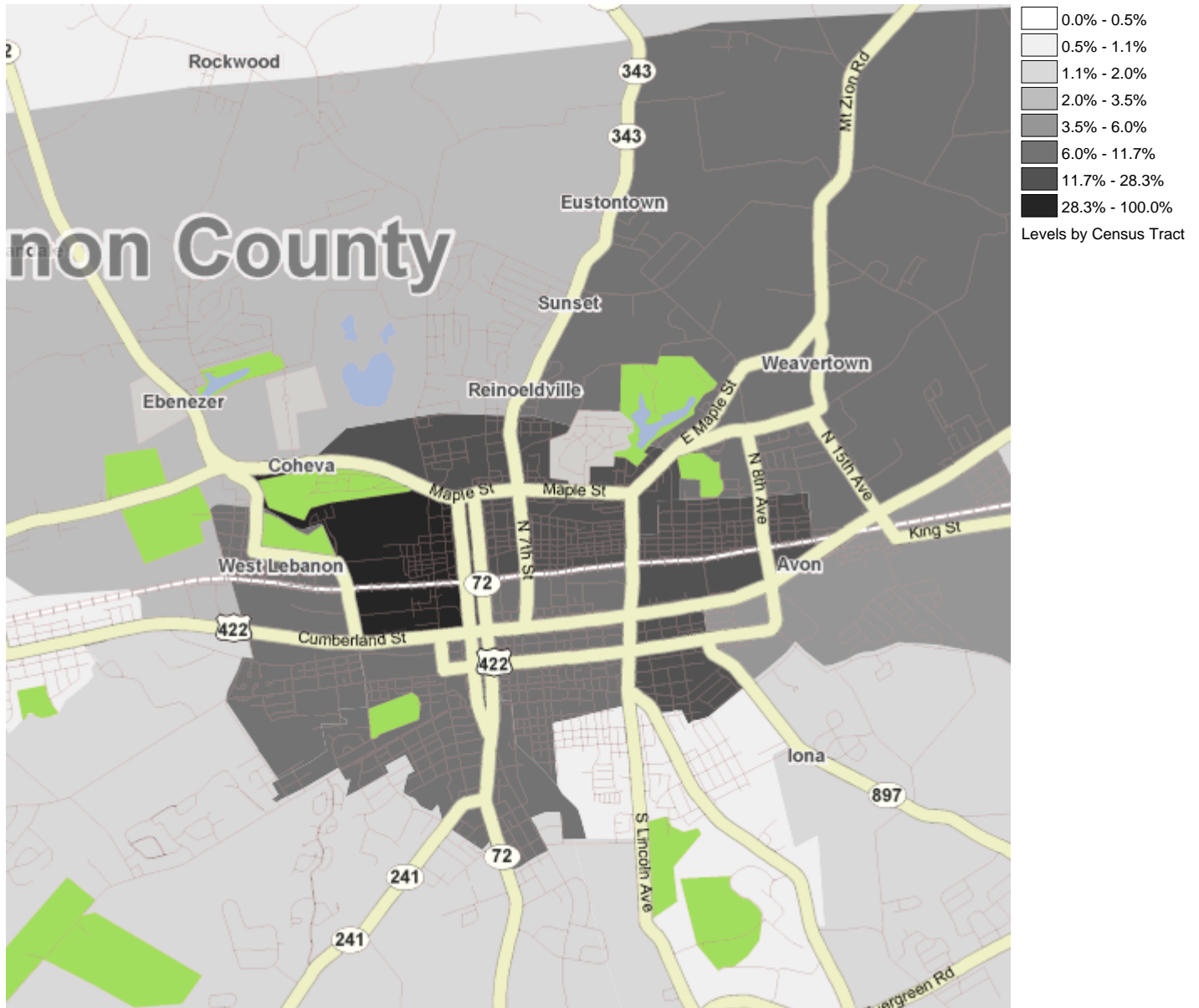
Note: Print in ***Bold Italics*** indicates data that is above the average for the entire county.

Minority population Lebanon County & surrounding areas

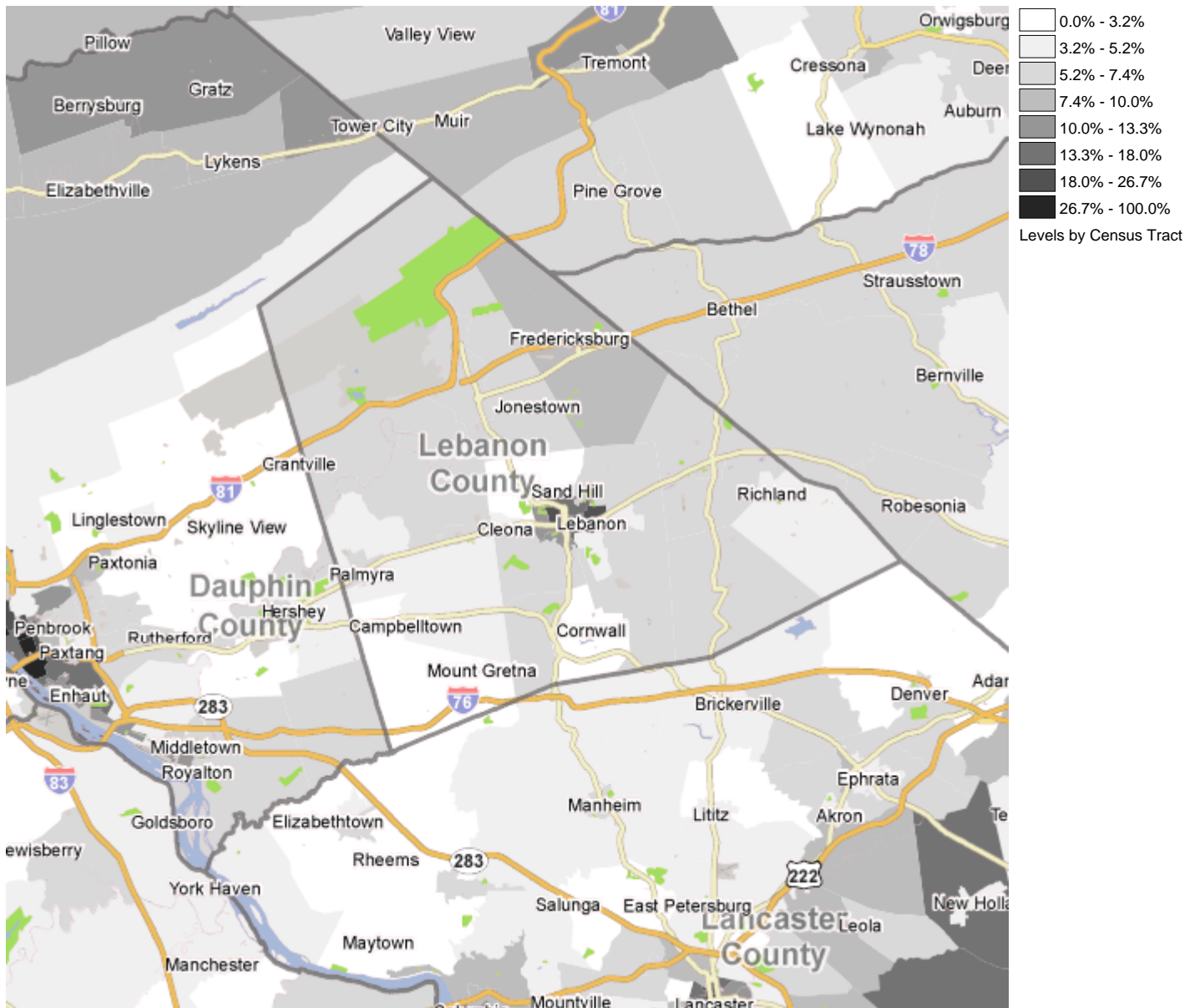


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Minority population Lebanon City

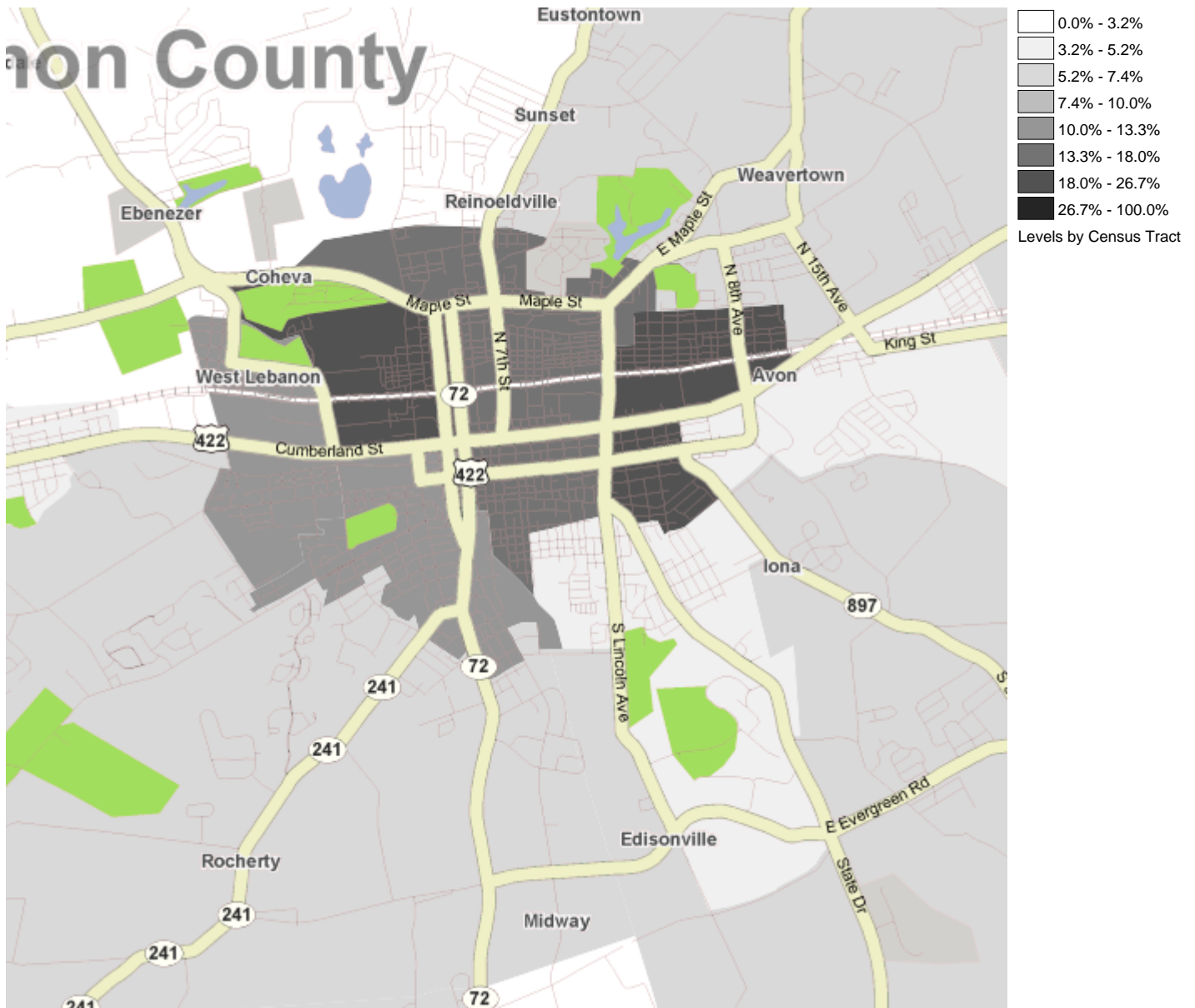


Poverty rate Lebanon County & surrounding areas

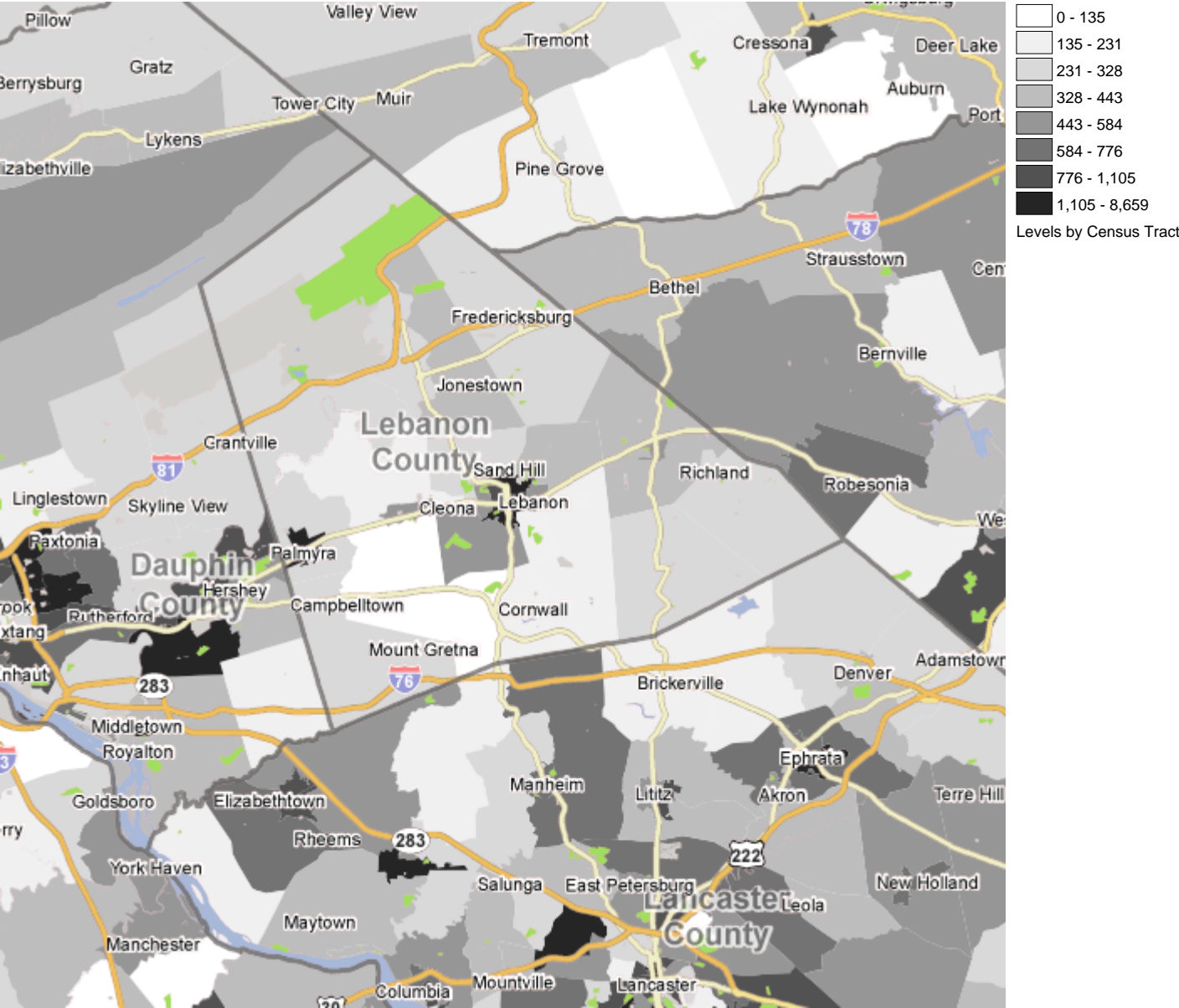


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Poverty rate Lebanon City

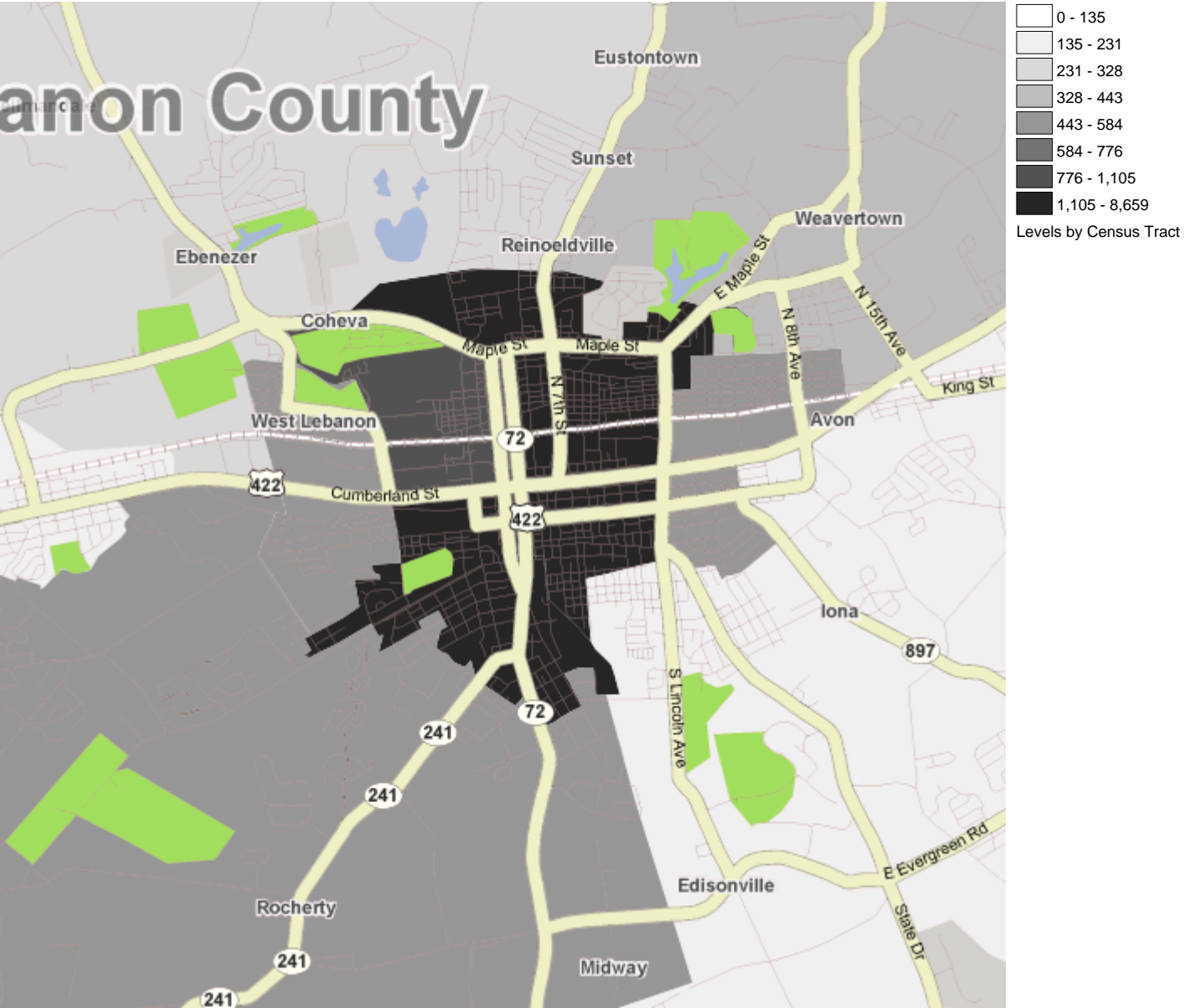


Number of rental properties Lebanon County & surrounding areas



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Number of rental properties Lebanon City



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