



### **Frequently Asked Questions**

What obligations are required of the Missoula Housing Authority (MHA) Voucher families?

- The families must comply with program rules and terms of their lease with the property owner.
- Permit housing inspections by MHA.
- Keep the unit in good condition.
- Report changes in income and household composition.

What are the responsibilities of the participating property owner?

- The property owner will screen all applicants for suitability as tenants.
- Collect the tenant's portion of the rent.
- Comply with landlord-tenant and fair housing laws, the terms of the lease with the tenant and their contract with MHA.
- Permit inspections by MHA.
- Make timely repairs to keep the property in good condition.

What are MHA's responsibilities?

- Determine whether families and individuals are eligible for the program.
- Inspect units to ensure that they meet federal guidelines in terms of safety standards.
- Pay the appropriate portion of the rent to the owner in a timely manner
- Monitor voucher participants and owners to ensure their compliance with program rules.

How does a family participate in the MHA Housing Choice Voucher Program?

The family applies to the voucher waiting list and MHA calls them from the waiting list. MHA then screens them for eligibility to the program. The families that are determined income eligible are issued vouchers which entitle them to a portion of their rent subsidized.

How do landlords participate in the program?

Owners who have a property for rent should advertise it the way they normally would advertise it. Families will contact you directly. If the unit meets the affordability for the family, MHA will call you to schedule an inspection.

Does the program screen families before issuing them vouchers?

Families and individuals are issued vouchers based on income guidelines, not on their suitability as tenants. Owners are strongly encouraged to screen all prospective tenants-vouchers holders as well as market tenants.

Why are units required to pass a Housing Quality Standards inspection?

All units must pass an annual inspection to make sure that they meet a minimum of health and safety requirements established by HUD. The inspection process is based on the premise that government funding should not be used to subsidize substandard housing. All families, regardless of their income, have the right to live in housing that is safe, decent and sanitary.

If you have any questions, please call the MHA at (406) 549-4113.



### **Family Obligations to the Housing Choice Voucher Program**

(Under 24 CFR 982.551)

Included but not limited to the following

1. The family must supply any information that the Missoula Housing Authority (MHA) or U.S. Department of Housing and Urban Development (HUD) determines is necessary for the administration of the program. The family must sign and submit consent forms for obtaining this information.
2. The family must supply any information requested by the MHA or HUD for use in a regularly scheduled examination or interim examination (annual recertification) or interim examination (interim recertification) of family income and composition.
3. The family must disclose and verify social security numbers.
4. Any information supplied by the family must be true and complete.
5. The family is responsible for a Housing Quality Standards (HQS) breach caused by any of the following:
  - a. The family fails to pay for any utilities that the owner is not required to pay for, which are to be paid by the tenant;
  - b. The family fails to provide and maintain any appliances (stove and refrigerator) that the owner is not required to provide, but which are to be provided by the tenant; or
  - c. Any member of the household or guest damages the dwelling unit or premises (damages beyond normal wear and tear).

If the family caused HQS breach is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or within any MHA approved extension). If the family has caused a breach of HQS, the MHA must take prompt action to enforce the family obligation. Such enforcement may include termination of assistance.

6. The family must allow MHA to conduct inspections of the unit at reasonable times and after reasonable notice.
7. The family may not commit any serious or repeated violation of the lease.
8. The family must notify the MHA and the owner before the family moves out of the unit, or terminates the lease with written notice to the owner.
9. The family must give the MHA a copy of any owner lease termination notice within 10 days of receipt of the notice.
10. The family must use the assisted unit as the primary residence for the family. The unit must be the family's only residence.
11. The family must give written notification to MHA of any changes in income within 10 days of the change. Income changes must be recertified by MHA before the 25<sup>th</sup> of the month to effect a rent change on the first (1<sup>st</sup>)



12. The family must give written notification to MHA of the birth, adoption or court awarded custody of a child within 10 days. The family must request MHA approval to add any other family member as an occupant of the unit. No person may move into the unit without the prior, written approval of your landlord & MHA.
13. The family must give written notification to MHA if any family member no longer resides in the unit within 10 days of the change.
14. If MHA has given approval, a foster child or live-in-aide may reside in the unit. MHA has the discretion to adopt reasonable policies for denial of these persons.
15. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family and are permitted under the lease.
16. The family must not sublease or let the unit.
17. The family must not assign the lease or transfer the unit.
18. The family must supply any information or certification requested by MHA to verify that the family is living in the unit.
19. The family must not own or have any interest in the rental property, with the exception of owner-occupied manufactured homes where the rent and utilities are greater than 50% of the family's gross monthly income.
20. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.
21. The members of the family may not engage in drug-related criminal activity, or violent criminal activity or any activity that threatens the health, safety or right to peaceful enjoyment of the other persons residing in the immediate vicinity of the premises.
22. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
23. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative federal, State or local housing assistance program.
24. The family must notify MHA in writing of any extended absence of 7 or more days. Written notice must be provided no later than the first day of the absence.



**Reasons MHA would have for terminating a Voucher Holder's assistance...**

The Voucher Holder or a member of their household...

1. Violates a Family Obligation of the Housing Choice Voucher Program,
2. Commits fraud (including failure to report income and/or allowing unauthorized persons to reside in the rental), bribery, or any corrupt act in connection with any Federal Housing Program,
3. Commits drug-related criminal activity or violent criminal activity,
4. interferes with the health, safety or right to peaceful enjoyment of the premises by other residents,
5. Have not paid any Housing Authority (HA) for amounts due to the HA, or paid to an owner under a HAP contract for rent, damage to the unit, or other amounts owed by the family,
6. Breaches a repayment agreement with any HA to pay amounts owed to the HA or amounts paid to an owner by the HA,
7. as a participant in the Family Self-Sufficiency Program (FSS) fails to comply, without good cause, with the family's FSS Contract of Participation,
8. Have engaged in or threatened abusive or violent behavior toward any HA personnel,
9. Fails to sign and submit consent forms for obtaining continuing eligibility factor verifications,
10. Have abandoned your unit for more than 7 days without informing us of your absence,
11. Have informed us of your absence, but have been gone for over 90 days without a verified health reason,
12. Have informed us of your absence for a verified health reason related to you or a household member under assistance, but you have been absent for over 180 days,
13. Have been evicted while participating in the Voucher or other assisted housing program,
14. Have missed two scheduled appointments with MHA without good cause,
15. Have failed to respond to correspondence or requests from MHA,
16. Have failed to provide MHA with a copy of your 30 day notice of intent to move,

Note: Eviction can result in denial of future assistance from HUD Assistance.



**Housing Choice Voucher Program**  
**Landlord Certification**

When you enter into the Housing Assistance Payment (HAP) Contract you are certifying to the following statements (this is only a partial list, please read the entire HAP contract):

**Ownership of Assisted Unit**

I certify that I am the legal or the legally-designated agent for the referenced unit, and that the prospective tenant has no ownership interest in this dwelling unit whatsoever.

**Approved Residents of Assisted Unit**

I understand that the family members listed on the dwelling lease agreement as approved by the Housing Authority are the only individuals permitted to reside in the unit. I also understand that I am not permitted to live in the unit while I am receiving housing assistance payments.

**Housing Quality Standards**

I understand my obligations in compliance with the Housing Assistance Payments Contract to perform necessary maintenance so the unit continues to comply with Housing Quality Standards.

**Tenant Rent Payments**

I understand that the tenant's portion of the contract rent is determined by the Housing Authority, and that it is illegal to charge any additional amounts for rent or any other item not specified in the lease which has not been specifically approved by the Housing Authority.

**Reporting Vacancies to the Housing Authority**

I understand that should the assisted unit become vacant, I am responsible for notifying the Housing Authority immediately in writing.

**Computer Matching Consent**

I understand the Housing Assistance Payment Contract permits the Housing Authority of HUD to verify my compliance with the Contract. I consent for the Housing Authority or HUD to conduct computer matches to verify my compliance as they deem necessary. The Housing Authority and HUD may release and exchange information regarding my participation in the Housing Choice Voucher program with other Federal and State agencies.

**WARNING:** Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.