

# **Housing Choice Voucher Program (Section 8)**

## **Information Packet**

The Housing Choice Voucher Program is a federally funded program administered by The Grand Junction Housing Authority (GJHA). The Housing Choice Voucher Program assists eligible low income families and individuals with their housing needs. This program enables a family or individual to select their own rental housing. For example; apartments, townhouses, duplexes, or single family homes are all eligible. The dwelling units must initially be located in Mesa County, which includes the following cities or towns: **Clifton, De Beque, Fruita, Fruitvale, Gateway, Grand Junction, Loma, Mack, Mesa, Palisade, and Whitewater.**

### **Initial Eligibility:**

GJHA pulls potentially eligible families or individuals from its waiting list. All new admissions to the Housing Choice Voucher Program must meet the eligibility requirements of income eligibility, citizenship status, and pass the criminal background requirements.

When you are notified that you have been pulled from the waiting list, you must furnish birth certificates and social security cards for all family members and ID/Colorado Driver Licenses for all family members 18 years of age and older.

You will also be asked to sign a Declaration of Citizenship (Section 214) Status Form. The content of this form may restrict or limit assistance to non-eligible immigrants. You will also be required to sign a Release of Information Form and Criminal Background check form.

You must provide written proof of all deductions, which include childcare and medical expenses. GJHA staff will verify all information provided to the Housing Authority.

Once all eligibility criteria are met and you have been approved you will meet with a Housing Specialist at a group or a one on one issuance. This issuance will include full disclosure of all program rules and regulations, policies, and procedures. This issuance will also include an explanation of your responsibilities, and a description of suitable units.

At that time, you will receive a Housing Choice Voucher. This voucher is valid for 60 days from the date issued. Extensions will be granted only with a Reasonable Accommodation.

### **Computer Matching:**

GJHA utilizes a variety of computer matching tools, one of which is HUD's EIV system.

Enterprise Income Verification System (EIV): This tool assists with verification of income, before or during a family's re-examination, through independent sources, that systemically and uniformly maintains income information in computerized form. This is done thru computer matching agreements with Federal, State, Local government, or private agencies.

GJHA can access data at any time, regardless of re-exam date even during interim re-exams!

GJHA will verify prior to new admission to the HCV program any duplication of assistance thru any federally subsidized program utilizing this tool.

The data is used to validate tenant reported income and supplement tenant provided documents. GJHA will also use this information to verify any income discrepancies.

**Data Sources:**

- National Directory of New Hires
  - Monthly new hire
  - Quarterly wage information
  - Employment information
  - Quarterly unemployment benefit information
  - Work Number
- Social Security Administration (SSA)
  - Monthly SS/SSI Dual Entitlement benefit information
  - Medicare premium payment information

**Reasonable Accommodation:**

Persons with disabilities may request reasonable accommodation in order to fully utilize this program. Reasonable Accommodation is a modification or change GJHA can make to its procedures that will assist an otherwise eligible applicant with a disability/handicap to take advantage of GJHA's programs, provided that the change does not pose an undue financial and administrative burden to GJHA or require fundamental change in its program.

If you or any member of your household have a disability and you would like to request a Reasonable Accommodation, you may request it in writing at any time in the application process or after admission. "Form attached"

If you have any questions or problems concerning Reasonable Accommodations, please contact GJHA's main office at 970-245-0388.

**Occupancy Standards:**

GJHA utilizes the following occupancy standards:

Two heartbeats per room without exception.

For reasons of health (disability) a separate bedroom may be provided for such family member(s) as verified by a medical doctor when Reasonable Accommodation is requested.



## **Unit Selection:**

As stated previously, you can choose an apartment/condo, townhouse, duplex, tri-plex, four-plex, row-house, mobile home or single family house. You can best determine where you and your family will enjoy living.

You may wish to consider the location of your home in relation to schools, shopping, churches, etc. You should be looking for a unit that is decent, safe and sanitary.

GJHA has a listing of units that landlords provided, the Almost Home Guide and Go Section8 website. These are a resource for you, as are the local newspapers, notices, the internet and for rent signs. Additional information regarding suitable units may be available upon request of a Housing Specialist.

## **Request for Tenancy Approval (RFTA):**

A Request for Tenancy Approval (RFTA) will be given to the eligible family or individual at issuance. The RFTA indicates the type of unit to be rented; the number of bedrooms in the unit, the utilities that are furnished by the owner or tenant, and who is authorized to receive payment on the unit.

The RFTA is completed by the owner/landlord and must be submitted to GJHA who will complete a contract and schedule a Housing Quality Standards (HQS) inspection.

After all the forms are complete and the unit passes inspection, a lease will be signed by you and your landlord. At that time a HAP Contract will be signed by your landlord and GJHA.

## **What is HQS?**

Housing Quality Standards (HQS). This is a term used by the Department of Housing and Urban Development (HUD) to describe the minimum requirements that HUD has determined will provide decent, safe and sanitary housing for participants in the Voucher Program.

A qualified staff member must inspect the unit you select to insure it meets the minimum requirements. The inspector is checking on general site condition, electrical outlets, plumbing, furnace, hot water heater, painted surfaces and overall security. Existing conditions of the unit will also be documented.

Most commonly fail conditions are;

- Nonfunctional smoke detectors
- Missing or cracked electrical outlet covers or plates
- No railings where required
- Cracked or broken window panes
- No locks on windows
- Leaking faucets or plumbing
- No temperature/pressure-relief valve or discharge line on the water heaters.

## **What is my portion of rent?**

The maximum amount that the GJHA will pay is an amount equal to the payment standards minus the family's total tenant payment.

The payment standard:

- Is established by HUD and GJHA
- Is based on the cost of housing and utilities for your area; and
- Depends on the family composition and bedroom size of the unit.

The tenant's portion of rent is calculated on 30% of adjusted gross annual income but no more than 40% of adjusted gross income. The total contract rent to the landlord will include the estimated cost of utilities for the tenant. You will be required to pay the calculated rent amount directly to your landlord. Housing Specialists will counsel you on what you will pay based on your income, the unit you choose and what is rent reasonable. GJHA will not approve a lease until it determines that the initial rent to the owner is reasonable rent.

## **Security Deposit:**

The owner must collect a security deposit from the tenant. Your landlord will determine your security deposit. When the family moves out of the contract unit, the owner, subject to State and Local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts that the tenant owes under the lease.

The owner must give the tenant an itemized list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

Please be advised that changes in Federal Regulations now include tenant caused damages as grounds for termination of rental assistance.

## **Is there a lease requirement?**

Yes, the initial term of the lease is for 12 months. Your landlord will use his/her own lease. It must be submitted to GJHA for review to insure that it does not include any prohibited lease provisions. These provisions protect you from the following items, which cannot be included or upheld in any lease used for our program.

## **Prohibited lease provisions:**

HUD prohibits the following types of lease provisions. If there is any prohibited provisions in this lease, the provisions shall be void.

## **1. Agreement To Be Sued**

Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner, in a lawsuit brought in connection with the lease.

## **2. Treatment of Personal Property**

Agreement by the tenant that the owner may take, hold or sell personal property of household members without notice to the tenant, and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property left in the contract unit after the tenant has moved out. The owner may dispose of this personal property in accordance with State and local law.

## **3. Excusing Owner from Responsibility**

Agreement by the tenant not to hold the owner or owner's agent legally responsible for any action or failure to act, whether intentional or negligent.

## **4. Waiver of Notice**

Agreement by the tenant that the owner may institute a lawsuit against the tenant without notice to the tenant.

## **5. Waiver of Legal Proceedings**

Agreement by the tenant that the owner may evict the tenant or household members (1) without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or (2) before a court decision on the rights of the parties.

## **6. Waiver of Jury Trial**

Agreement by the tenant to waive any right to a trial by jury.

## **7. Waiver of Right to Appeal Court Decision**

Agreement by the tenant to waive any right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

## **8. Tenant Chargeable with Cost of Legal Actions Regardless of Outcome**

Agreement by the tenant to pay the owner's attorney fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. However, the tenant may be obligated to pay costs if the tenant loses.

## **Conflict with Other Provision of the Lease**

If there is any conflict between the provisions of the lease addendum and any other provisions of the lease, the lease language required by HUD shall control.

## **Written Notices**

When this lease addendum requires any notice by the tenant or the owner, the notice must be in writing.

## **Prohibition of Discrimination**

In accordance with applicable equal opportunity statutes, executive orders, and regulations, the owner must not discriminate against any persons because of race, color, religion, sex, national origin, age, familial status, disability, or sexual orientation in connection with the lease.

## **Lead Paint Poisoning**

The landlord is required to complete a disclosure to the tenant regarding Lead Based Paint. GJHA will provide a pamphlet to the family titled Protect Your Family from Lead in Your Home. If you want to know more about how to keep your child safe from lead poisoning, talk to your doctor, public health nurse, or social worker at the clinic or health department.

Rocky Mountain Poison & Drug Center 1-800-222-1222

Deaf Access/TTY 711 or 1-800-842-9710

EPA regional office for Colorado 1-303-312-6021 or 1-800-227-8917

If the unit you are selecting was constructed prior to 1978 there is a possibility that it may contain lead-based paint. Please read the following concerning lead paint poisoning:

Older houses and apartments often have layers of lead paint on the walls, ceilings, and woodwork. When the paint chips off or when the plaster breaks, there is real danger for babies and younger children especially under the age of six years. Outdoors, lead paints and primers may have been used in many places, such as walls, fences, porches, and fire escapes.

Children get lead poisoning when they eat bits of paint that contain lead. If you have seen your child putting pieces of paint or plaster in his/her mouth, you should take him/her to the doctor, clinic, or hospital as soon as you can. In the beginning stages of lead poisoning, a child may not seem really sick. Do not wait for signs of poisoning. Of course, a child might eat paint chips or chew on a painted railing or windowsill while parents aren't around. Has your child been especially cranky? Is he/she eating very little? Does he/she throw up or have stomachaches often? These could be signs of lead poisoning. Take him/her to the doctor's office or to a clinic.

## **Family Recertification and Continued Assistance**

Approximately 3 ½ months prior to the end of the contract/lease period you will receive a renewal packet to be completed in ink and returned to GJHA at the attached appointment date or within two weeks. If a question does not apply to your household, please write N/A (non-applicable) in the space provided. All questions must be answered and accompanied with written verification of family income and expenses if applicable.

Included in the renewal packet will be the date of your annual inspection. You will be required to have an annual inspection of your current unit.

If you choose to move from your present unit you will be required to submit a written 30-day notice to your landlord with a copy to GJHA. You must obtain moving information from your Housing Specialist prior to locating a new unit.

## **How can Housing Assistance Be Terminated?**

Your assistance can be terminated for:

- Failure to meet all renewal and lease requirements.
- Failure to comply with lease provisions and program requirements.
- Failure to notify GJHA of family income changes, family composition or other related changes.
- Failure to pay GJHA for damages/or unpaid rent paid on your behalf.
- Participation in fraud.
- Any drug related or other criminal activity occurring in your subsidized unit (whether or not you are present).
- Tenant caused damages to unit resulting in a failed HQS which includes failure to pay tenant furnished utilities.

## **Obligations of the Family:**

- A. When the family's unit is approved and the HAP contract executed, the family must follow the rules listed below in order to continue participating in the Housing Choice Voucher Program.
- B. The Family Must:
  - a. Supply any information that The Grand Junction Housing Authority (GJHA) or HUD determines to be necessary for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
  - b. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
  - c. Supply any information requested by the GJHA to verify that the family is living in the unit or information related to family absence from the unit.

- d. Promptly notify the GJHA in writing when a family is away from the unit for an extended period of time. (More than 60 days)
  - e. Allow GJHA to inspect the unit at reasonable times and after reasonable notice.
  - f. Notify GJHA and the owner in writing before moving out of the unit or terminating the lease.
  - g. Use the assisted unit for residence by the family members authorized to be in the unit. The unit must be the family's only residence.
  - h. Promptly notify GJHA in writing of the birth, adoption, or court-awarded custody of a child.
  - i. Request GJHA's approval to add any other family member as an occupant of the unit.
  - j. Promptly notify GJHA in writing if any family member no longer lives in the unit.
  - k. Give GJHA a copy of any owner eviction notice.
  - l. Pay utility bills and provide and maintain any appliances that the owner is not required to supply under the lease.
- C. All information the family supplies must be true and complete.
- D. The family (including each family member) must not:
- a. Own or have any interest in the unit (other than in cooperative, or the owner of a manufactured home leasing a manufactured home space.)
  - b. Commit any serious or repeated violation of the lease.
  - c. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
  - d. Engage in drug-related criminal activity (including marijuana) or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
  - e. Sublease or let the unit or assign the lease or transfer the unit.
  - f. Receive housing choice voucher program assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state or local housing assistance program.
  - g. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
  - h. Receive housing choice voucher program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless GJHA determined (and notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide Reasonable Accommodation for a family member who is a person with disabilities.
  - i. Engage in abuse of alcohol in a way that threatens health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

## Portability

The Grand Junction Housing Authority administers the Housing Choice Voucher Program throughout Mesa County. The Housing Choice Voucher Program permits eligible participants to choose units within the United States through an agreement with other Housing Agencies. If you are eligible and if you are interested in selecting a unit that is not located in the cities specified on page one, please discuss the possibilities with your Housing Specialist.



## **Violence Against Women's Act (VAWA)**

VAWA prohibits the eviction of, and the removal of assistance from, certain persons living in public housing or housing choice voucher assisted housing if the cause would be an act of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United States Housing Act of 1937 as amended by VAWA (42. U.S.C. 13925).

## **Non-Discrimination and My Rights**

GJHA shall not discriminate against any applicant or participant because of age, race, color, sex, national origin, familial status, religious preference, handicap or political affiliation. No preference will be shown to any applicant or participant because of political affiliation or acquaintance with any public official at the federal, state or local level.

However, if you believe that you have been discriminated against, you should call the Fair Housing and Equal Opportunity office (state 303-844-4751) or the National toll-free Hot Line (800-877-7353). Colorado Legal Services (303-837-1313) may be able to assist you with legal representation if warranted.

## **Complaints and Appeals**

If you ever disagree with any decision, action or inaction taken by GJHA you have the right to request an informal hearing. You will always be given this opportunity in the event of a pending termination of your housing assistance. If termination were to occur you will receive a written statement along with your right to request a hearing. If you request an informal hearing the request must be submitted in writing to your Housing Specialist within 10 days from the date of the letter of intent to terminate. You will be requested to bring any documentation or verification to support your position.

An informal hearing will be conducted by an impartial hearing officer and a final decision will be sent to you within ten days from the date of the hearing.

If you are an applicant who is denied participation you will be given the right to an informal written review. You will first receive a letter stating the reason for denial as well as the opportunity to request a review within ten days of the notification.

GJHA will notify applicant within ten days of the date of review with a final decision.



**Grand Junction Housing Authority is located at  
8 Foresight Circle,  
Grand Junction, CO 81505  
(970) 245-0388 office, (970) 241-5514 fax**

**Our office hours are Monday thru Friday 8:00 a.m. to 4:00 p.m.**

<b>Front Desk/ Eligibility Team</b>		<b>970-245-0388 ext. 0</b>	
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