

LANDLORD RESOURCES

EAST BATON ROUGE PARISH HOUSING AUTHORITY

A COMPREHENSIVE GUIDE TO THE HOUSING CHOICE VOUCHER PROGRAM FOR LANDLORDS



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BATON ROUGE, LOUISIANA 70806

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HOUSING CHOICE VOUCHER (HCV) PROGRAM

Welcome to the East Baton Rouge Parish Housing Authority's Housing Choice Voucher (HCV) program!

This guide will provide you with information on how the HCV program works and your rights and responsibilities as a landlord providing safe, decent, and affordable housing to program families.

The East Baton Rouge Parish Housing Authority was established in 1941 to provide a decent home and suitable living environment for low-income families. Since its inception, the Housing Authority has provided housing and rental assistance to thousands of families through its programs. Today, the Housing Authority serves over 4,000 families each month.

It is the mission of the Housing Authority to provide and develop quality affordable housing opportunities for individuals and families while promoting self-sufficiency and neighborhood revitalization.

THE HOUSING CHOICE VOUCHER PROGRAM

The HCV program is a federally funded rental housing subsidy program that provides extremely low and very low-income families with financial assistance to rent safe, decent, and privately-owned housing by supplementing what they can afford to pay for on their own.

The US Department of Housing and Urban Development (HUD) funds the HCV program and sets the rules and regulations that the Housing Authority must follow in administering the program.

- Under the HCV program, the Housing Authority issues an eligible family a voucher and the family selects rental housing of their choice as long as it meets the requirements of the program.
- The Housing Authority pays the assistance directly to you on behalf of the family. The family pays approximately 30% of their income towards the rent and the subsidy covers the difference.
- If eligible, families may move with rental assistance. Requests to move must be made in writing to both you and the Housing Authority, on or before the 1st of the month, prior to the family moving out of the assisted property. If the family moves out of the home, the Housing Authority's contract with you ends.

THE ADMINISTRATIVE PLAN

The Housing Authority's Administrative Plan includes the policies for carrying out the HCV program in a manner consistent with HUD regulations, local goals, and the Housing Authority's Agency Plan.

All HCV landlords must comply with federal regulations, state and local law, and the Housing Authority's policies.

BENEFITS FOR LANDLORDS

Vacant homes can drain your resources as property expenses continue despite lack of revenue. Vacant homes are an invitation to vandalism and security problems which create an undesirable and unsafe environment for the neighborhood as a whole. Because of this, vacant homes drive down property values.

The HCV program is an opportunity for you to rent your property at fair market value while providing safe, decent, and affordable housing to low-income families in the community.

There are many benefits to the landlord:

- As long as the family and the home remain in good standing with the program, you have the assurance of timely assistance payments paid directly to you each month by the Housing Authority.
- The program provides protection against family's loss of income. If the family experiences a decrease in their household income, their assistance increases so they can afford to stay in the home.
- The Housing Authority also inspects the home prior to move-in, annually and at special request of the family or landlord to ensure that the home meets minimum inspection standards.
- Working with the Housing Authority also gives novice landlords an opportunity to develop key property management principles.
- A majority of assisted families remain in one particular home for a number of years giving the family a stable home environment and your property less turnover and vacancy loss.

Doing business with the Housing Authority is good business for you and the community!

RENTING TO AN HCV FAMILY

MARKETING YOUR HOME

You can list the availability of your rental property at www.affordablehousing.com. The website is maintained by the Louisiana Housing Corporation and is not affiliated with the Housing Authority. You are not required to use this website but may prefer to do so since it is free to list and free to search.

You can also market your available rentals through local and social media, yard signs, flyers, etc.

APPLICANT SCREENING

You still have full discretion in selecting who rents your property within the guidelines of the Fair Housing Act. Make sure that your selection standards are based on objective, business-related considerations, such as previous history of nonpayment, damage to property or disturbance of neighbors. You must apply the same selection standards to anyone that applies, whether or not they receive HCV assistance.

The Housing Authority strongly encourages you to screen HCV families just as you would any potential renter. The Housing Authority has no liability or responsibility to you or others for the family's behavior or suitability for tenancy. While we screen families for their eligibility for HCV, our screening process does

not include items that may be of interest to you such as rental history and credit history. Additionally, our criminal background screening criteria may differ from the criteria you establish.

DEPOSITS AND APPLICATION FEES

The family is responsible for paying deposit(s) and any application fees. You may want to wait until after the home passes inspection to collect the security deposit to ensure that the family is able to rent that particular home. You cannot charge more than one month's rent as security deposit.

FAIR HOUSING

Housing discrimination is against the law.

The federal Fair Housing Act prohibits discrimination in housing and housing related activities because of race, color, national origin, religion, sex, familial status, or disability.

The Louisiana Equal Housing Opportunity Act prohibits discrimination in housing and related activities because of a person's race, color, national origin, sex, religion, disability, familial status, or natural, protective, or cultural hairstyle.

REASONABLE ACCOMMODATIONS AND MODIFICATIONS

A reasonable accommodation is a change in rules, policies, or practices or a change in the way services are provided. With a few exceptions, the Fair Housing Act, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act require you as the landlord to grant reasonable accommodations in order to enable a person with a disability to have an equal opportunity to use and enjoy a dwelling.

Accommodation requests are considered reasonable when they are practical and feasible. Meaning the accommodation would not present an unreasonable financial or administrative cost or would not result in a fundamental alteration of your provision of housing. Once an accommodation is determined to be reasonable, you cannot impose the expense of providing it on to the renter, directly or indirectly. You must assume the costs for reasonable accommodations.

A reasonable modification is any type of physical change made to a dwelling so that a person with a disability can use the dwelling. You must allow a person with a disability to make reasonable modifications to rented or leased property at their own expense if these changes are necessary for the person with a disability to fully enjoy the property.

Disability Rights Louisiana provides detailed information at disabilityrightsla.org/wp-content/uploads/2020/02/Fair-Housing-Accommodations-and-Modifications-DRLA.pdf.

VIOLENCE AGAINST WOMEN ACT (VAWA)

The Violence Against Women Act (VAWA) extends certain rights and protections to individuals who are victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking.

See the VAWA Owner Notification of Rights information at the end of this guide for details on your rights and responsibilities under VAWA.

REQUESTING AN INSPECTION

You and the family must jointly complete a Request for Tenancy Approval (RFTA) packet, which constitutes the family's request for assistance in the specified home, and which documents your willingness to lease to the family and to follow the program's requirements.

The family must submit the fully completed RFTA packet to their Housing Analyst. This is the first step in the process of obtaining approval for the property so the family can receive the financial assistance needed in order to occupy the home.

The Housing Analyst will evaluate if the asking price is affordable for the family based on the voucher payment standard, utility allowance, and family income. The family is given this affordability limit prior to seeking a home. Families cannot rent homes with an asking price that exceeds their affordability limit. If the home is affordable, the Housing Analyst will request an initial inspection. If the home is not affordable, you and the family will be notified and the family instructed to find another home that is within their affordability limit.

INSPECTION STANDARDS

The Inspector will check to make sure the home meets the National Standards for the Physical Inspection of Real Estate (NSPIRE). These standards, established by HUD, ensure that federal funds are not used to subsidize substandard housing and that each assisted family, regardless of income, lives in housing that is safe, decent, and sanitary. NSPIRE standards are available at <https://www.hud.gov/reac/nspire-standards>.

THE INITIAL INSPECTION

The Inspections Department will contact you and the family to schedule the date and time of the inspection. Both parties must be present for the initial inspection.

The home must be vacant and in move-in condition (no repairs needed) at the time of inspection. You are responsible for ensuring the utilities are on for the inspection. Families should not establish utilities prior to moving in. Without utilities, the Housing Authority cannot inspect the home.

If the home fails the initial inspection, and the family is still interested in renting the home, you will be given 15 days to make the necessary repairs. A reinspection will be scheduled. The home must pass the reinspection.

The Inspector will also determine if the asking rental price is "reasonable" when compared to similar unassisted homes in the same area. If the rent is higher than the comparable fair market rent, the Inspector will offer a comparable rent amount to you at the inspection. If you agree, this amount will be the total contract rent for the home. If you do not agree to the contract rent, the home will not be approved.

Once the home passes inspection and the rent is determined, the Housing Analyst will contact both you and the family to coordinate the move-in date and to schedule an appointment to sign the HAP Contract and present the lease. This process may also be completed electronically.

The move-in date will be the date the family takes possession, but no earlier than the date the home passes inspection. A lease will be signed by you and the family and presented to the Housing Analyst. You and the Housing Authority will sign the Housing Assistance Payment (HAP) Contract.

IMPORTANT: Families should not move in until the Housing Analyst has given approval to do so. The Inspector is not authorized to approve the move-in date.

BECOMING A LANDLORD

LANDLORD RESPONSIBILITIES

Your role as the landlord is to provide decent, safe, and sanitary housing at a reasonable rent. This means that your home must pass inspection and be maintained according to those standards at all times. You are also expected to provide the services agreed to in the lease and in the contract signed with the Housing Authority.

As the landlord, you:

- Are responsible for screening and selecting the family that will rent your home.
- Must receive Housing Authority approval before increasing the rent.
- Must comply with all provisions of the HAP contract, lease, and the Tenancy Addendum.
- Must submit all documentation required to set up a landlord account with the Housing Authority.
- Must notify the Housing Authority in writing of any rent increase requests, change address, change of property ownership or management.
- Must enforce the lease, maintain the home in accordance with HCV standards, collect the family's share of the rent, charge the family for family-caused damages, comply with Fair Housing and Equal Opportunity requirements, and provide the Housing Authority with copies of any eviction notices to the family.

LANDLORD REQUIREMENTS

Any landlord who wishes to lease to a voucher family must be approved by the Housing Authority.

- The Housing Authority *will not* approve a landlord that has been debarred, suspended or subject to a limited denial of participation from HUD.
- The Housing Authority *may not* approve a landlord in the following circumstances:
 - A court or administrative agency has determined that the landlord violated the Fair Housing Act or other federal equal opportunity requirements.
 - The federal government has instituted an administrative or judicial action against the landlord for a violation of the Fair Housing Act or other federal equal opportunity requirements and this action is pending.

- The landlord has violated obligations under one or more HAP contracts.
- The landlord has participated in any drug-related criminal activity or any violent criminal activity.
- The landlord has a history of refusing to evict assisted-housing families for activity that threatens the residents, neighbors, Housing Authority employees or landlord's employees, including drug-related criminal activity or violent criminal activity.
- The landlord has current or previous non-compliance with inspection standards and/or state and local housing codes or with applicable housing standards for homes leased under any other federal housing program.
- The landlord has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
- The landlord fails to pay state or local real estate taxes, fines, or assessments.
- The property owner is a parent, child, grandparent, grandchild, sister, brother, or in-law of any family member that will reside in the HCV-assisted home. The Housing Authority may waive this restriction as a reasonable accommodation for a family member with proper supporting documentation.

ACCOUNT SET UP

- Certification and Request for Information form
- Direct Deposit Authorization
- W-9
- Picture ID
- Proof of ownership of rental property (recent tax bill, mortgage statement, settlement papers, etc.)
- Executed lease
- If applicable: Management Agreement, List of Authorized Agents
- If business entity: document certifying Tax ID, business name, and name of business owner

THE LANDLORD PORTAL

Once you start receiving HAP, you can register for and access the Landlord Portal at <https://portals.ebrpha.org>. You will receive your registration code in the mail.

The Landlord Portal allows you to:

- Update your contact information.
- Update your banking information.
- View your current and historical payments.
- View inspection information including schedule dates and results.
- View Housing Analyst information for your HCV families.
- Request rent increases.

Any change requests (such as changes in contact or banking information) can also be mailed, emailed, or hand delivered to the Director of Housing Choice.

OVERPAYMENT

Any excess HAP received must be reimbursed within 30 days. If the Housing Authority determines that you are not entitled to all or a portion of the HAP, the Housing Authority may deduct the amount of overpayment from any amount due to you, including amounts due under any other HCV Contract. If you refuse to repay the debt, the Housing Authority may ban you from future participation in the program, pursue other modes of collection, and report you to HUD's Office of Inspector General for possible federal criminal prosecution. The Housing Authority may collect funds from any other account held by you, including accounts on other Housing Authority programs and/or future HAP Contracts.

CHANGE IN PROPERTY OWNERSHIP

Whether the property is changing ownership due to sale, foreclosure, or death of the property owner, you should immediately notify the Housing Authority in writing of the change. It is imperative that you do not accept rent payments from the family or the Housing Authority if you are no longer the property owner. Doing so constitutes fraud.

Once you report the change in ownership, the Housing Analyst will work with you to ensure that payments are not made past the effective date of the change. The Housing Analyst will also contact the new property owner (or bank in case of foreclosure) to set up their account in order to continue payments.

In the case of foreclosure, the Protecting Tenants at Foreclosure Act provides the following protections for HCV families:

- If an HCV family has a lease for a fixed term, such as one year, and the lease has not expired, they have the right to remain in the home and cannot be evicted (except for actions that the family, members of their family or guest take which constitute good cause) until the end of the lease term unless the new landlord intends to occupy the home as their primary residence.
- If the new property owner intends to occupy the home as their primary residence, they may terminate the lease with 90-day written notice even if the remaining lease term is longer than 90-days.
- If an HCV family's lease ends in less than 90-days, the new property owner may not evict the family without giving a minimum of 90-day written notice.

OCCUPANCY

THE HAP CONTRACT

Families participating in the program pay approximately 30 percent of their monthly income toward rent and utilities and the Housing Authority pays the difference directly to you. The voucher program's portion of the monthly payment is called a Housing Assistance Payment (HAP).

The HAP Contract is a written agreement between you and the Housing Authority for the purpose of providing housing assistance payments to you on behalf of an eligible family. A HAP Contract defines the responsibilities of both you and the Housing Authority.

Housing assistance payments will not begin until the HAP Contract is signed.

THE LEASE

You and the family must execute and enter into a written lease for the assisted dwelling. This written lease is a contract between you and the family; the Housing Authority is not a party to the lease. All provisions of the HUD-required Tenancy Addendum (Part C of the HAP Contract) are a part of your standard lease form, for use with the assisted family. The Tenancy Addendum includes the tenancy requirements for the program and the composition of the household as approved by the Housing Authority. As a part of the lease, the family shall have the right to enforce the Tenancy Addendum against you, and the terms of the Tenancy Addendum and HAP Contract shall prevail over any other provisions of the lease.

The lease should clearly state the rent, the terms and length of the agreement, and who is responsible for paying for utilities. It must contain:

- Name of landlord, lease holder, and all occupants.
- Address of the rental home including unit number.
- Term of the initial lease and provisions for lease renewal.
- Amount of monthly rent, due date, and any late fees.
- Amount of security deposit (and any other deposits) paid.
- Specifications as to which utilities and appliances will be supplied by you, and which will be supplied by the family.
- Pet policy.
- The lease must comply with state and local law and must include the HUD-required Tenancy Addendum as an attachment.

To avoid disputes or misunderstandings you and the family should put *everything in writing*. Be sure to keep copies of your correspondence and follow up any spoken agreement with a letter stating your arrangement with the family.

You should provide written receipt of payments. The lease should specify if the family is required to pay any fees outside of rent (such as cable rental).

SIDE PAYMENTS

HCV landlords are occasionally caught obtaining “side payments” from families. These side payments are in addition to the normal rent from the family, combined with the HAP that comes from the Housing Authority. This practice is considered fraud – and it is directed at the very families who can least afford it. On July 10, 2008, HUD issued a warning to such landlords accepting side payments or excess rent: “Improperly requiring tenants to pay rent in excess of what is authorized by the applicable HAP Contract represents both an actionable offense under the False Claims Act and deplorable behavior directed towards the very persons whom the HCV program was designed to serve.” HUD’s Office of Inspector General “...will not tolerate such conduct, and... will cooperate with efforts to bring offending landlords to justice and to remedy their wrongs...[and]...depending on the intent, such an action may qualify as a criminal offense...” Charging side payments constitutes a false claim against the U.S. government and therefore qualifies for triple damages plus penalties under the False Claims Act.

Side Payments are against the law! You will get caught. You will have to reimburse the family for any excess payments. You may also jeopardize your ability to participate in any federal housing program, be subject to federal criminal prosecution and end up reimbursing triple the amount collected plus additional penalties!

Please collect only rent as outlined in your HAP Contract or you may go to jail or be severely penalized. See *Federal Register Vol. 73, No. 133* for more detail.

LEASE TERM

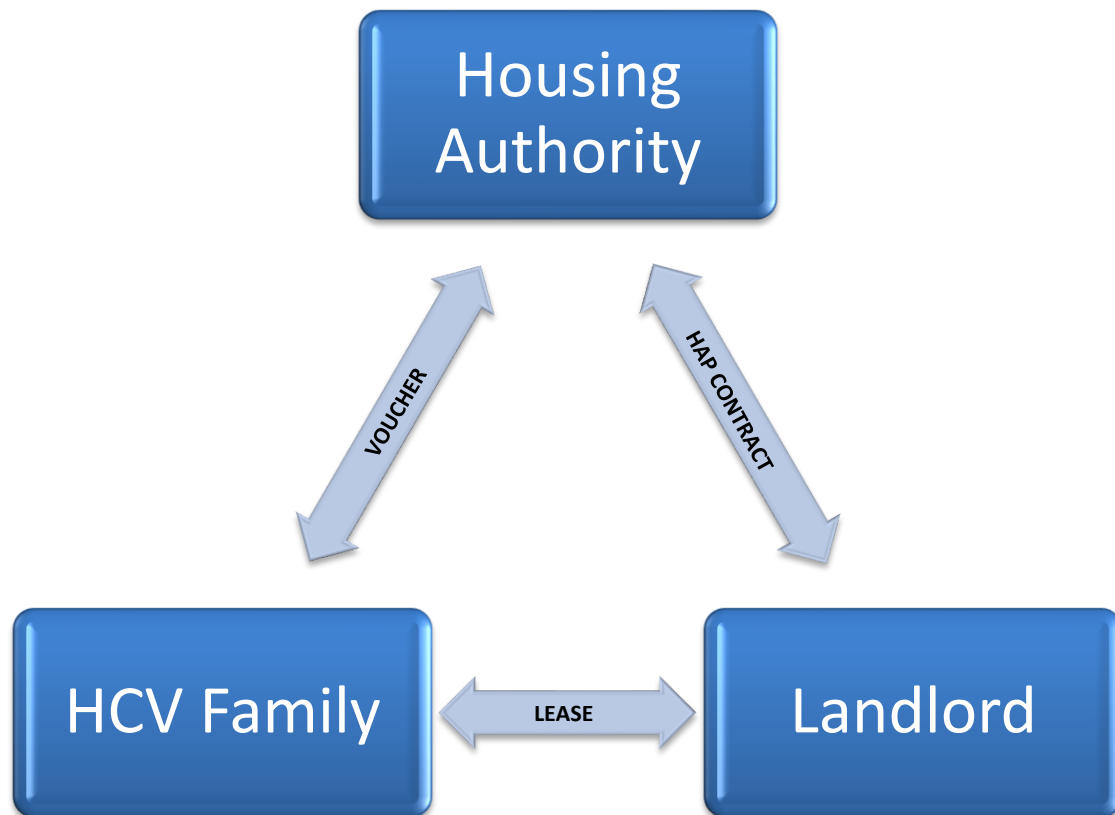
The term of the HAP Contract runs concurrently with the term of the dwelling lease, beginning on the first day of the initial term of the lease and terminating on the last day of the term of the lease, including any lease extensions. The initial term of both the lease and the HAP Contract must be for one year.

LEASE RENEWAL

Following the end of the initial lease term, both the lease and the HAP contract automatically renew on a month-to-month basis. If you wish to enter into a new 12-month lease with the same contract rent, you must present an executed *lease addendum* to the Housing Authority. If you wish to enter into a new lease, you must also sign a new HAP contract. If a landlord enters into a new lease without also signing a HAP contract, the lease renewal is void.

A new RFTA, lease and HAP contract are required for changes in which utilities are provided by the family or landlord. A new RFTA, lease and HAP contract are required if the family moves to a new home, even if the home is in the same building or complex.

**The Housing Choice Voucher program
is a three-way partnership among
the Housing Authority, the family,
and the landlord!**



RENT INCREASES

If you wish to renew the lease with a rental increase, you must give the family and Housing Authority written notice of the proposed rent increase 60 days (two full calendar months) in advance of the proposed effective date. Such notice must be given on the 1st of a month. Requests received after the 1st of a month will be considered received as of the 1st of the following month for purposes of fulfilling the 60-day notice requirement. Requests submitted more than 120 days (4 months) in advance of the proposed effective date will automatically be denied.

Landlord registered with our Landlord Portal are encouraged to submit their requests via the Portal. Landlords without internet access can submit the request in writing to the attention of the Director of Housing Choice.

Per HUD regulations, changes in the rent amount are not allowed during the initial term of the lease. The requested increase must be comparable to other unassisted homes in the area. New rent increase requests cannot be approved if it has been less than 12 months since the last approved rent increase. You cannot increase the contract rent without Housing Authority approval.

If the rent increase request is approved, the Housing Analyst will notify you in writing and provide a deadline for you to sign the new HAP Contract and present the executed renewal lease.

If the request is denied, a letter will be sent informing you of the reason. If the approved rent is not acceptable, you can issue the family a 30-day written notice, with a copy to the Housing Analyst, to move at the end of the initial lease.

EVICTIONS

As you and the family are the only parties to the lease, the Housing Authority is not directly involved in the termination of the lease. However, you are under some constraints when terminating an HCV tenancy, and the reasons for which a tenancy is terminated dictate whether assistance also will be terminated. The Housing Authority's failure to make a HAP payment to you is not a violation of the lease.

You are permitted to terminate the family's tenancy for serious or repeated violations of the terms and conditions of the lease such as non-payment of rent, family-caused damages, criminal activity, etc., *except* when the violations are related to incidents of actual or threatened domestic violence, dating violence, sexual assault, staking, or human trafficking, and the victim is protected from eviction under the Violence Against Women Act (VAWA).

If the family is in violation of the lease, you must first give them a written 5-day notice specifying the grounds for termination of tenancy. **HCV families cannot waive their right to a 5-day notice to vacate even if it is outlined in your lease. You must give the family a 5-day notice and provide a copy to the Housing Analyst.** The 5-day notice means a notice to vacate under state or local law to commence an eviction action. You may only evict the family from the home through court action.

If the eviction action is finalized in court, you must provide the Housing Analyst with documentation related to the eviction, including notice of the eviction date, as soon as possible, but no later than 5 business days following court-ordered eviction. The HAP Contract will terminate, and housing assistance payments will cease effective the date judgment is granted.

It is up to the Housing Authority, not you, to decide whether or not to terminate HCV assistance based on the results of the eviction. Such decision will be made in keeping with Housing Authority policy and HCV regulations.

Depending on where the home is located, you can choose to file with either the Baton Rouge City Clerk of Court or the Justice of the Peace. Information on the Baton Rouge City Clerk of Court eviction process or a list of Justices of the Peace is available at www.brla.gov.

RESCISSION OF LEASE

Except in cases of reasonable accommodation due to disability, protections under VAWA or court-ordered eviction, you and the family are not allowed to terminate the lease early.

NOTICE TO VACATE

If you choose not to renew the lease, you must give the family 30 days' written notice to vacate the premises at the end of the current lease and HAP Contract term. A copy of the notice must be provided

to the Housing Analyst. In the case of a month-to-month lease and HAP Contract, the same 30-day written notice is required.

If a family wants to move at the end of the lease, the family is required to give you (with a copy to the Housing Analyst) a written 30-day notice-to-vacate on or before the 1st of the month for move-out on the last day of the month. If the lease requires more than a 30-day notice, the family is obligated to provide such notice.

The Housing Authority requires proof that the notice was given to you; so, you are requested to sign the notice form. If you are not available for signature, the family must send the notice via certified mail and provide a copy of the notice and proof of delivery to the Housing Analyst.

As a courtesy to our landlords, the Housing Authority asks on the PHA notice-to-vacate form if the family *currently* owes any monies for unpaid rent. You should only indicate amounts that are certain and currently due; not amounts that might be due following move-out. Such move-out costs are typically covered by the security deposit. If no monies are currently due, you should mark the form accordingly.

The HAP Contract will terminate, and housing assistance payments will cease effective the move-out date agreed to on the notice-to-vacate form.

DAMAGES

The family is responsible for any family-caused damage beyond normal wear and tear. You are responsible for any landlord-related maintenance. The Housing Authority is not responsible and will not pay for any damage or maintenance at the home.

INSPECTIONS

INSPECTION TYPES

- **INITIAL INSPECTION** – Occurs prior to move-in to ensure compliance with inspection standards and rent reasonableness. Initial inspections are initiated by submitting the RFTA to the Housing Authority with the appointment set verbally with you and the family.
- **PERIODIC INSPECTION** – Full inspection of the entire home. Inspections are held annually or biennially and are initiated by the Housing Authority with a letter sent to you and the family regarding the date of inspection.
- **INTERIM INSPECTION** – Interim inspections may be conducted in response to an emergency, special request, occupancy check, or utility check. These inspections are typically done by request, and the Housing Authority will only inspect those deficiencies that were reported. However, the inspector will record any additional deficiencies that are observed. Due to the nature of the inspection, an appointment letter is not usually sent prior to the inspection; rather, the appointment is set verbally.
- **SUPERVISORY CONTROL INSPECTION** – HUD requires a Housing Authority supervisor or other qualified person to conduct a random sample of quality control inspections to ensure that each Inspector is conducting accurate and complete inspections and that there is consistency in the

application of the inspection standards. Supervisory Control inspections are initiated by the Housing Authority with a letter sent to you and the family regarding the date of the inspection.

The Housing Authority does not conduct move-out inspections. Such inspections are between you and the family.

NOTE: The Housing Authority assigns the Housing Inspector for each inspection. We do not honor landlord requests for a specific inspector.

INSPECTION RESULTS

You and the family are notified in writing of the results of all inspections. When an inspection identifies deficiencies, the notice identifies (1) whether or not the failure is a life-threatening condition and (2) whether you or the family are responsible.

- **LIFE-THREATENING CONDITIONS.** When life-threatening conditions are identified, the Housing Authority immediately notifies both parties by telephone and/or email. The Inspector specifies who is responsible for correcting the violation. The corrective action must be taken within 24 hours of the Housing Authority's notice. A follow-up written notice is also sent as documentation of the inspection.
- **NON-LIFE-THREATENING CONDITIONS.** When deficiencies that are not life threatening are identified, the Housing Authority sends you and the family a written notification of the inspection results within 5 business days of the inspection. The written notice will specify who is responsible for correcting the violation, and the time frame within which the failure must be corrected. Generally, no more than 30 days will be allowed for the correction. In the case of disconnected utilities, no more than 7 days will be allowed to reestablish service.

If life-threatening conditions are not corrected within 24 hours, the HAP contract will be terminated and the home removed from the program.

For landlord-related repairs, if the non-life-threatening conditions are not corrected within the specified time frame (or any Housing Authority-approved extension); the HAP will be abated in accordance with Housing Authority policy. Likewise, in the case of family caused deficiencies, the notice will inform them that if corrections are not made within the specified time frame (or any Housing Authority-approved extension); their assistance will be terminated in accordance with Housing Authority policy.

For conditions that are life-threatening, the Housing Authority cannot grant an extension to the 24-hour corrective action period. For conditions that are not life-threatening, the Housing Authority may grant an exception to the required time frames for correcting the violation, if the Housing Authority determines that an extension is appropriate in keeping with Housing Authority policy.

REINSPECTIONS

The Housing Authority will conduct a reinspection immediately following the end of the corrective period, or any Housing Authority-approved extension.

You and the family will be given reasonable notice of the reinspection appointment. If the deficiencies have not been corrected by the time of the reinspection, the Housing Authority will send a notice of abatement to you (in case of landlord-related repairs), or in the case of family caused violations, a notice of termination to the family. If the Housing Authority is unable to gain entry to the home in order to conduct the scheduled reinspection, the Housing Authority will consider the family to have violated their obligation to make the home available for inspection. This may result in termination of their assistance.

ABATEMENT AND PROPERTY REMOVAL

The Housing Authority may withhold assistance payments if you fail to correct deficiencies by the time specified by the Housing Authority. This process is called abatement. No retroactive payments will be made to you for the period of time the rent was abated. Landlord rents are only abated for landlord-related repairs. During any abatement period, the family continues to be responsible for their share of the rent. You must not seek payment from the family for abated amounts (Housing's portion of the rent) and may not use the abatement as cause of eviction.

The Housing Authority sends you and the family a notice of the abatement. The abatement period lasts 60 days or upon the home passing reinspection, whichever comes first. The Housing Authority will inspect abated homes within five business days of your notifying us that the work has been completed. Should the home fail at reinspection, you and the family will be notified that the home has been removed from the program and that the HAP Contract has been terminated. If the failure is due to landlord-required repairs, the family will be issued a voucher and must search for another home.

SAFETY EQUIPMENT

- **SMOKE DETECTORS.** Hard-wired or ten-year sealed battery smoke detectors must be installed in each sleeping area, outside sleeping areas, and on every level.
- **CARBON MONOXIDE DETECTORS.** Required near fuel-burning appliances or attached garages.
- **FIRE EXTINGUISHERS.** A 5lb ABC fire extinguisher is required.

LEAD BASED PAINT

Every year thousands of children are poisoned from eating paint chips, dust or plaster that contain lead. Lead poisoning can lead to disabilities, blindness and even death. As the landlord, you must complete a Lead Based Paint Disclosure and provide the family with any records related to the Lease Based Paint status of your home.

CONTACT INFORMATION

Housing Authority Main Office
4731 North Blvd, Baton Rouge LA 70806

Main: (225) 923-8100
TDD: (800) 545-1833 x 930
www.ebrpha.org

Notice of Owner Rights and Obligations under the Violence Against Women Act (VAWA)¹

VAWA provides protections for Housing Choice Voucher (HCV) and PBV applicants, tenants, and participants from being denied assistance on the basis or as a direct result of being a victim of domestic violence, dating violence, sexual assault, or stalking. The Housing Authority also includes victims of human trafficking under VAWA protections.

Purpose

Many of VAWA's protections to victims of domestic violence, dating violence, sexual assault, or stalking involve action by the public housing agency (PHA), but some situations involve action by owners of assisted housing. The purpose of this notice (herein called "Notice") is to explain your rights and obligations under VAWA, as an owner of housing assisted through the East Baton Rouge Parish Housing Authority HCV program. Each component of this Notice also provides citations to HUD's applicable regulations.

Denial of Tenancy

Protections for applicants: Owners cannot deny tenancy based on the applicant having been or currently being a victim of domestic violence, dating violence, sexual assault, or stalking. However, the applicant must be otherwise eligible for tenancy. (See 24 Code of Federal Regulations (CFR) 982.452(b)(1).)

Eviction

Protections for HCV participants: Incidents or threats of domestic violence, dating violence, sexual assault, or stalking will not be considered a serious or repeated lease violation by the victim, or good cause to terminate the tenancy of the victim (24 CFR 5.2005(c)). Protection also applies to criminal activity related directly to domestic violence, dating violence, sexual assault, or stalking, conducted by a member of a tenant's household or any guest or other person under the tenant's control, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking (24 CFR 5.2005(b)(2)).

Limitations of VAWA protections:

- a. Nothing in the VAWA Final Rule limits the authority of an owner, when notified of a court order, to comply with a court order with respect to (24 CFR 5.2005(d)(1)):
 - 1) The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
 - 2) The distribution or possession of property among members of a household in a case.
- b. Nothing in the VAWA Final Rule limits an owner from evicting a victim of domestic violence, dating violence, sexual assault, or stalking for a lease violation that is not premised on an act of domestic violence, dating violence, sexual assault, or stalking, if the owner does not subject the victim to more demanding standards than other tenants when deciding whether to evict. (See 24 CFR 5.2005(d)(2).)
- c. Nothing in the VAWA Final Rule limits an owner from evicting a tenant (including the victim of domestic violence, dating violence, sexual assault, or stalking) if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to the HCV property would be present if the tenant or lawful occupant is not evicted. (See 24 CFR 5.2005(d)(3).)

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

- i. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the following standards: An actual and imminent threat consists of a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. (See 24 CFR 5.2003.)
- ii. Any eviction due to “actual and imminent threat” should be utilized by an owner only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. (See 24 CFR 5.2005(d)(4).)

Documentation of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

If an applicant or tenant requests VAWA protection based on status as a victim of domestic violence, dating violence, sexual assault, or stalking, the owner has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. However, nothing in HUD’s regulation requires a covered housing provider to request this documentation. (See 24 CFR 5.2007(b)(3).) If the owner chooses to request this documentation, the owner must make such request in writing. The individual may satisfy this request by providing any one document type listed under 24 CFR 5.2007(b)(1):

- a. Form HUD-5382 (Self-Certification Form); or
- b. A document:
 - 1) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse;
 - 2) Signed by the applicant or tenant; and
 - 3) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under 24 CFR part 5, subpart L, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 CFR 5.2003;or
- c. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- d. At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

The owner must accept any of the above items (a – c). The owner has discretion to accept a statement or other evidence (d).

The owner is prohibited from requiring third-party documentation of the domestic violence, dating violence, sexual assault, or stalking, unless the submitted documentation contains conflicting information.

If the owner makes a written request for documentation, the owner may require submission of that documentation within 14 business days after the date that the individual received the written request for documentation. (24 CFR 5.2007(a)(2)). The owner may extend this time at its discretion. During the 14-business day period and any granted extensions of that time, no adverse actions, such as evictions or terminations, can be taken against the individual requesting VAWA protection.

Once a victim provides documentation of domestic violence, dating violence, sexual assault, or stalking, the owner is encouraged to acknowledge receipt of the documentation in a timely manner.

If the applicant or tenant fails to provide documentation that meets the criteria in 24 CFR 5.2007 within 14 business days after receiving the written request for that documentation or within the designated extension period, nothing in VAWA Final Rule may be construed to limit the authority of the covered housing provider to:

- a. Deny admission by the applicant or tenant to the housing or program;
- b. Deny assistance under the covered housing program to the applicant or tenant;
- c. Terminate the participation of the tenant in the covered housing program; or
- d. Evict the tenant, or a lawful occupant that commits a violation of a lease.

An individual's failure to timely provide documentation of domestic violence, dating violence, sexual assault, or stalking does not result in a waiver of the individual's right to challenge the denial of assistance or termination, nor does it preclude the individual's ability to raise an incident of domestic violence, dating violence, sexual assault, or stalking at eviction or termination proceedings.

Moves

A victim of domestic violence, dating violence, sexual assault, or stalking may move in violation of their lease if the move is required to protect their safety. If a move results in the termination of the Housing Assistance Payment Contract, the lease is automatically terminated.

Lease Bifurcation

Owners may choose to bifurcate a lease, or remove a household member from a lease to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. (See 24 CFR 5.2009(a).) If an owner chooses to bifurcate the lease, the owner must comply with the reasonable time to establish eligibility under the covered housing program or find alternative housing following lease bifurcation provision in 24 CFR 5.2009(b). VAWA protections, including bifurcation, do not apply to guests or unreported members of a household or anyone else residing in a household who is not a tenant.

Eviction, removal, termination of occupancy rights, or termination of assistance must be effected in accordance with the procedures prescribed by federal, state, or local law for termination of leases.

To avoid unnecessary delay in the bifurcation process, HUD recommends that owners seek court-ordered eviction of the perpetrator pursuant to applicable laws. This process results in the underlying lease becoming null and void once the owner regains possession of the unit. The owner would then execute a new lease with the victim.

Evictions Due to "Actual and Imminent Threat" or Violations Not Premised on Abuse

The VAWA Final Rule generally prohibits eviction on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking,

if the applicant or tenant otherwise qualifies for assistance, participation or occupancy. (See 24 CFR 5.2005.)

However, the VAWA Final Rule does not prohibit an owner from evicting a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. Nor does the VAWA Final Rule prohibit an owner from evicting a tenant if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to property of the owner would be present if that tenant or lawful occupant is not evicted or terminated from assistance. (See 5.2005(d)(2) and (3).)

To demonstrate an actual and imminent threat to other tenants or employees at the property, the covered housing provider must have objective evidence of words, gestures, actions, or other indicators that meet the standards in the following definition:

Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk;
- The nature and severity of the potential harm;
- The likelihood that the potential harm will occur; and
- The length of time before the potential harm would occur.

(See 24 CFR 5.2003 and 5.2005(d)(2).)

Confidentiality

Any information submitted to a covered housing provider under 24 CFR 5.2007, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be maintained in strict confidence by the covered housing provider. (See 24 CFR 5.2007(c).)

Employees of the owner (or those within their employ, e.g., contractors) must not have access to the information unless explicitly authorized by the owner for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law (e.g., the information is needed by an employee to provide the VAWA protections to the victim).

The owner must not enter this information into any shared database, or disclose this information to any other entity or individual, except to the extent that disclosure is:

- a. Requested or consented to in writing by the individual (victim) in a time-limited release;
- b. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
- c. Otherwise required by applicable law.

When communicating with the victim, owners must take precautions to ensure compliance with these confidentiality requirements.

Service Providers

The East Baton Rouge Parish Housing Authority has extensive relationships with local service providers. East Baton Rouge Parish Housing Authority staff are available to provide referrals to shelters, counselors, and advocates. These resources are also provided in the East Baton Rouge Parish Housing Authority's Annual and 5-Year Plan, Administrative Plan, VAWA Notice of Occupancy Rights, and Emergency Transfer Plan. A list of local service providers is included in this Notice.

Definitions

Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Affiliated individual, with respect to an individual, means:

- (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
- (2) Any individual, tenant, or lawful occupant living in the household of that individual.

Bifurcate means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Dating violence means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship;
 - (ii) The type of relationship; and
 - (iii) The frequency of interaction between the persons involved in the relationship.

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others; or
- (2) Suffer substantial emotional distress.

VAWA means the Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.).

Legal services and domestic violence resources

- National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY)
- IRIS: Domestic Violence Center at (225) 389-3001
- Louisiana Coalition Against Domestic Violence at (888) 411-1333 or (225) 752-1296
- National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>
- STAR: Sexual Trauma Awareness & Response at (855) 435-STAR
- Office of the District Attorney Victim Assistance Coordinators at (225) 389-8888
- Baton Rouge Bar Foundation Pro Bono Project (225) 344-4803
- Catholic Charities of the Diocese of Baton Rouge (225) 336-8700
- St. Vincent DePaul Thirst for Justice (225) 383-7837
- Southeast Louisiana Legal Services, Inc (225) 448-0331

Attachment

Form HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

**CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

Confidentiality Note: Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

Purpose of Form: If you are a tenant of or applicant for housing assisted under a covered housing program, or if you are applying for or receiving transitional housing or rental assistance under a covered housing program, and ask for protection under the Violence Against Women Act ("VAWA"), you may use this form to comply with a covered housing provider's request for written documentation of your status as a "victim". This form is accompanied by a "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

VAWA protects individuals and families regardless of a victim's age or actual or perceived sexual orientation, gender identity, sex, or marital status.

You are not expected **and cannot be asked or required** to claim, document, or prove victim status or VAWA violence/abuse other than as stated in "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

This form is **one of your available options** for responding to a covered housing provider's written request for documentation of victim status or the incident(s) of VAWA violence/abuse. If you choose, you may submit one of the types of third-party documentation described in Form HUD-5380, in the section titled, "What do I need to document that I am a victim?". Your covered housing provider must give you at least 14 business days (weekends and holidays do not count) to respond to their written request for this documentation.

Will my information be kept confidential? Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person's access for that reason, **and** (3) the authorization complies with applicable law. This information will not be given to anyone else or put in a database shared with anyone else, unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, **or** (3) is required to do so by law.

In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

What if I require this information in a language other than English? To read this in Spanish or another language, please contact **East Baton Rouge Parish Housing Authority, 4731 North Blvd, Baton Rouge, LA 70806** or go to www.ebrpha.org. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Need further help? For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact Southeast Louisiana Legal Services at 225-448-0331.

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

1. **Name(s) of victim(s):** _____

2. **Your name** (*if different from victim's*): _____

3. **Name(s) of other member(s) of the household:** _____

4. **Name of the perpetrator** (*if known and can be safely disclosed*): _____

5. **What is the safest and most secure way to contact you? (You may choose more than one.)**

If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

☐ Phone Phone Number: _____

Safe to receive a voicemail: ☐ Yes ☐ No

☐ E-mail E-mail Address: _____

Safe to receive an email: ☐ Yes ☐ No

☐ Mail Mailing Address: _____

Safe to receive mail from your housing provider: ☐ Yes ☐ No

☐ Other Please List: _____

6. **Anything else your housing provider should know to safely communicate with you?**

Applicable definitions of domestic violence, dating violence, sexual assault, or stalking:

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who lives with or has lived with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Spouse or intimate partner of the victim includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Dating violence means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; **and**
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) The type of relationship; and (iii) The frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others **or**
- (2) Suffer substantial emotional distress.

Certification of Applicant or Tenant: By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that one or more members of my household is or has been a victim of domestic violence, dating violence, sexual assault, or stalking as described in the applicable definitions above.

Signature

Date

Public Reporting Burden for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Housing providers in programs covered by VAWA may request certification that the applicant or tenant is a victim of VAWA violence/abuse. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.