



MANCHESTER
HOUSING AND REDEVELOPMENT AUTHORITY

SECTION 8
HOUSING CHOICE VOUCHER PROGRAM

**THINGS YOU
SHOULD KNOW**

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MHRA complies with the Fair Housing Act and provides accommodations to persons with disabilities. For language assistance, please contact us with an explanation or more information.



EQUAL HOUSING OPPORTUNITY

HOUSING DISCRIMINATION IS AGAINST THE LAW

Manchester Housing and Redevelopment Authority (MHRA) is committed to ensuring equal housing opportunity in the administration of its housing program. In the selection of families and in the provision of services, there shall be no discrimination against any person in accordance with the Federal Fair Housing Act on the basis of race, color, sex, religion, familial status, disability, or national origin. Also, in accordance with New Hampshire state law, the MHRA will not discriminate based on age, sexual orientation, gender identity or marital status.

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WELCOME

The Manchester Housing and Redevelopment Authority (MHRA) welcomes you to its Section 8 Housing Choice Voucher (HCV) program community. This booklet contains important basic information about MHRA's HCV program that you, as a HCV participant, will need to clearly understand.

Please read this booklet carefully. Feel free to ask our Leased Housing staff any questions you might have about the program. Keep this booklet handy so you can refer to it throughout your participation in the HCV program.

HOUSING CHOICE VOUCHER ASSISTANCE

MHRA provides Section 8 housing assistance in the form of vouchers. In the Section 8 HCV program, MHRA establishes **Payment Standards** which represent the cost of renting an apartment in the Manchester area. Payment Standards are set according to the number of bedrooms that the family qualifies for and is listed on the voucher.

The HCV program is designed to limit a family's portion of the rent payment to between 30% and 40% of Monthly Adjusted Income. Families renting apartments with gross rents (contract rent plus utilities) at or below the Payment Standard will pay the highest of:

30% of Monthly Adjusted Income
10% of Monthly Gross Income
\$50.00 Minimum Rent

Note:

$$\begin{array}{r} \text{Contract Rent} \\ + \text{Utilities} \\ \hline = \text{Gross Rent} \end{array}$$

Families choosing to rent apartments with gross rents above the Payment Standard will pay the highest of the amounts listed on page 2 plus the difference between the Payment Standard and the gross rent. Regulations limit the amount that families may pay for their portion of the rent to 40% of Monthly Adjusted Income during the first year of a new lease.

HOW VOUCHER SIZE IS DETERMINED

MHRA has a set of **Subsidy Standards** which were developed to make sure each family participating in the HCV program receives assistance for an apartment that is appropriately sized for the number of persons in the family’s household. The number of bedrooms indicated by the Subsidy Standards establishes the amount of financial assistance provided.

The following chart shows the number of bedrooms normally assigned based on household size under these Subsidy Standards.

Generally, an otherwise acceptable unit that is larger than the Subsidy Standards would still be approved if the rent plus any utility allowances is affordable based upon the smaller unit size of your HCV.

MHRA SUBSIDY STANDARDS:

<u>NUMBER OF PERSONS</u>		<u>NUMBER OF BEDROOMS</u>
Minimum	Maximum	
1	1	0
1	2	1
2	4	2
3	6	3
4	8	4
6	10	5

WHAT IS THE MOST I CAN PAY FOR AN APARTMENT

Regulations do not allow the participant family to pay more than 40% of their Monthly Adjusted Income on an initial rental of an apartment for rent and utilities. Most participants in the HCV Program see an apartment where the contract rent plus the utility allowances do not exceed the Payment Standard which will allow them to pay 30% of their Monthly Adjusted Income.

CAN I USE MY HOUSING CHOICE VOUCHER SOMEWHERE ELSE

In most cases, the answer is yes. Being able to use your assistance somewhere other than the area served by MHRA is called portability. If you have lived in the Manchester area for at least twelve (12) months you may decide to use your HCV somewhere else right away, or you may decide to move away at some point in the future.

You may move anywhere in the United States, Guam, Puerto Rico and the Virgin Islands where there is a housing agency which has a Section 8 HCV program that can assist you.

EXCEPTIONS: There are some special Section 8 programs under which you might not be able to move away and keep your assistance. These include the Section 8 Project Based Assistance program and the MOD Rehab program.

TENANT SCREENING

MHRA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy. The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before MHRA's approval of the tenancy, MHRA must inform the owner that screening and selection for tenancy is the responsibility of the owner. MHRA must also inform the owner or manager of his/her rights and obligations under Violence Against Woman Act (VAWA) Reauthorization Act of 2022. MHRA must provide the owner with the family's current address and name of the landlord (if known to MHRA).

STEPS TO LEASING AN APARTMENT

When you receive your Section 8 HCV, you also get a form-HUD 52517, called **Request for Tenancy Approval**.

Once you have found a place you want to rent, you and the owner simply fill out the Request for Tenancy Approval form, sign it, and return it to MHRA, along with a completed W-9 form, proposed unsigned lease, and management agreement, if applicable. These items can be located on the Request for Tenancy Approval Packet Cover Sheet.

You must complete and return your Request for Tenancy Approval within sixty (60) days from the date listed on your Voucher, otherwise your HCV will expire. For the Veterans Assisted Supportive Housing (VASH) Voucher program the Vouchers are issued for one hundred and twenty (120) days.

The MHRA normally grants one (1) sixty (60) day extension when you provide a completed Apartment Log. MHRA will, as a Reasonable Accommodation, grant an additional sixty (60) day extension if requested and if a Reasonable Accommodation form is completed, verified by a medical professional, and approved by MHRA. Once The Request for Tenancy Approval has been received, the voucher expiration date is placed on hold.

Leases will be in effect on either the:

- **Requested beginning date of lease** (see Request for Tenancy Approval form); and/or
- The date the unit passes Housing Quality Standards Inspection, whichever is the later date.

The unit must pass inspection prior to entering into a Housing Assistance Payment (HAP) Contract.

NOTE: Should lease update/inspection be completed after the 25th of the month, the HAP payment will be delayed by one month. Payment will be made retroactively. Using the example for ‘Lease Up’ for April 28th, the tenant pays their portion as follows:

Tenant Pays	+	MHRA Pays	= Total Contract Rent to Landlord
April 4/28 - 4/30 (prorated)		4/28 - 4/30 (prorated)	
May 5/1 - 5/31		5/1 - 5/31	
June 6/1 - 6/30		6/1 - 6/30	

After you return your Request for Tenancy Approval form, MHRA will make sure rent is reasonable and will inspect the unit to see if it meets a set of requirements called Housing Quality Standards (HQS). Housing Quality Standards are designed to make sure that the unit will be safe, decent, and sanitary. It is at this inspection that the inspector determines the rent for the unit.

A booklet entitled “A Good Place to Live” explains HQS in detail and is included in your HCV packet. Be sure to read it carefully before you start to look for a unit.

The lease itself is a legally binding contract between you and your landlord. It assures your right to live in your unit as long as you observe the rules spelled out in the lease. Program requirements are contained in the HCV program Lease Addendum. It may seem rather long and complicated at first, but it explains your responsibilities as well as the landlord’s responsibilities. It is very important that you understand your lease and lease addendum before you sign them. You should read them carefully and ask your landlord or HCV staff about any part which you don’t understand.

INCOME AND HOUSEHOLD COMPOSITION

HCV program participants are required to report changes in their household composition and sources and amounts of income when they enter the HCV program, and annually during the recertification process. In addition, any changes in income or household composition (adding or removing members) must be reported within ten (10) days of the change.

It is also important to report the nature of all income as some types of income are not counted towards the participants' portion of the rent.

RESTRICTIONS ON LEASING TO FAMILY MEMBERS

Assistance may not be provided for a unit if the landlord is the parent, child, grandparent, grandchild, brother, or sister of the HCV participant unless such an arrangement is necessary to provide a reasonable accommodation for a person with disabilities.

WORKING TOGETHER

HCV participants, landlords, and MHRA all need to work together for the program to be successful. There are three (3) documents which cover the various responsibilities under the HCV program:

1. HOUSING CHOICE VOUCHER BETWEEN YOU AND MHRA

Your Voucher is an agreement between you and MHRA.

In return for the housing assistance provided by MHRA through your HCV, you must be sure to meet your obligations to MHRA.

Obligations include but are not limited to the following:

1. Supply any information that the Public Housing Authority (PHA) or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
3. Supply and information requested by the PHA to verify that the family is living in the unit or information related to the family absence from the unit.
4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
7. Use the assisted unit for residency by the family. The unit must be the family's only residence.
8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
9. Request PHA written approval to add any other family member as an occupant of the unit.
10. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give PHA a copy of any owner eviction notice.
11. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.

Any information the family supplies must be true and complete.

The family (including each family member) must not:

1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space.)
2. Commit any serious repeated violation of the lease.
3. Commit fraud bribery or any other corrupt or criminal act in connection with the program.
4. Engage in any drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of the residence and persons residing in the immediate vicinity of the premises.
5. Sublease or let the unit or assign the lease or transfer the unit.
6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State, or local housing assistance program.

7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any quest to damage the unit or premises.
8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, sister or brother of any member of the family, unless the PHA has determined (and has 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.
9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

2. YOUR LEASE BETWEEN YOU AND THE LANDLORD

Your lease is an agreement between you and the landlord. Once you and your landlord have signed your lease, **MHRA involvement is limited**. It is up to you and your landlord to meet the obligations outlined in the lease.

As with any other tenant, if a HCV participant fails to meet the obligations in the lease the landlord is free to take action. The landlord has the same responsibility to meet terms of the lease as he/she would with any other tenant.

In addition, failure to keep terms of the lease constitutes a breach of program obligations, for which a participant could lose all HCV assistance.

3. HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT BETWEEN LANDLORD AND MHRA

The HAP contract is an agreement between your landlord and MHRA. MHRA makes monthly housing assistance payments to the landlord on your behalf, and the landlord must comply with the contract as well as make sure the unit continues to meet HQS.

So three (3) documents:

- ✓ The Housing Choice Voucher
- ✓ The Lease and Tenancy Addendum
- ✓ The Housing Assistance Payments Contract (HAP)

These documents contain the basic responsibilities that you, your landlord, and MHRA must meet to make sure that your participation in the HCV program goes smoothly. Working together will ensure that your involvement in the HCV program is a very positive experience.

HOUSING DISCRIMINATION

On the inside front cover of this booklet is a notice informing you that MHRA does not discriminate in its provision of housing assistance. Landlords participating in the HCV program also must not discriminate on the basis of race, color, sex, religion, familial status, disability, national origin, age, sexual orientation, gender identity, or marital status.

If an applicant or participant family believes that any family member has been discriminated against by MHRA, or an owner, the family should advise MHRA. HUD requires MHRA to make every reasonable attempt to determine whether the applicant or participant family's assertions have merit and take any warranted corrective action.

In all cases, MHRA may advise the family to file a Fair Housing complaint form if the family feels they have been discriminated under the Fair Housing Act.

A WORD ABOUT FRAUD

If a program participant commits fraud, or otherwise violates program regulations, MHRA may be forced to terminate assistance. Fraud happens when a program participant attempts to deceive MHRA by some act or omission, such as failing to disclose income, unauthorized occupants in the apartment, a criminal record, and so on. Program obligations are found on your Section 8 voucher and have been referred to previously in this booklet. If MHRA receives evidence that

a violation of program requirements has occurred, you may be asked to present evidence in your defense. If there is more evidence that a violation has occurred than evidence refuting the violation, MHRA may be forced to take action up to and including termination of assistance.

To avoid problems of this sort, please remember your obligation to report all changes in income or household composition (increase or decrease in family members) within ten (10) calendar days of the change. In addition, please remember that visitors may not stay longer than fourteen (14) days in a twelve (12) month period without written approval from MHRA.

If you have any questions concerning this matter, please contact the Leased Housing staff who will be happy to answer your questions.

If you are evicted or are in the process of being evicted, your HCV assistance could be placed in jeopardy. As with failing to give thirty (30) days' notice to the landlord before moving, eviction may also result in financial claims against you by the landlord.

INFORMAL HEARINGS/ REVIEWS

MHRA offers informal hearings/reviews to HCV applicants or participants who believe that an improper decision has been reached regarding their HCV assistance.

If you have been denied assistance, or if your assistance has been terminated, you have the right to request an informal hearing/review. A request for an informal hearing/review must be done in writing within ten (10) days from the date of the termination letter.

For further information, please read the sheet entitled Information Regarding Informal Hearings/Reviews HCV Program that is included in your HCV packet.

KNOW YOUR PROGRAM

Now that you have read this booklet, you have a basic understanding of the Section 8 HCV program and what you need to know as a HCV participant. There is a lot of information to remember and some of it may seem confusing at first. That's why it's a good idea to read through this booklet more than once and keep it handy for future references.

Also, be sure to read the other items in your HCV packet, some of which have been referred to in this booklet. Remember, it is in your best interest to clearly understand your requirements in the HCV program.

MOVING OUT OF A HCV UNIT

Once you have been a HCV participant for a one (1) year term of your lease, you may move to a different unit if you choose to, but you must be sure to provide proper written notice as determined in the lease to both your landlord and MHRA.

Failure to provide proper notice to MHRA could result in losing your HCV assistance. Failure to provide proper notice to your landlord could result in financial claims against you by the landlord and could jeopardize your HCV assistance in a new unit.

If you decide you want to move, be sure to provide proper written notice and then work closely with your Leased Housing Specialist to arrange for a new Housing Choice Voucher and a new Request for Tenancy Approval form. Also, keep in mind that if you choose a different unit that fails MHRA's HQS inspection or other program requirements, or if your Request for Tenancy Approval form is not returned on time, MHRA might not be able to continue your HCV assistance for the following month.

FAMILY SELF-SUFFICIENCY PROGRAM

The Family Self-Sufficiency (FSS) program is available for participants of the Section 8 HCV program. It is a voluntary program developed to promote economic self-sufficiency among families participating in the Section 8 program. The participants of this program must be willing to develop goals and make plans which will enable them to attain suitable employment to achieve economic self-sufficiency. The program offers a financial incentive to participants who successfully complete their Contract of Participation.

HOMEOWNERSHIP PROGRAM

MHRA also offers a homeownership option as a feature of our HCV program.

HCV program assistance may be used toward homeownership as it is used to pay for rental assistance. Instead of paying a landlord, the MHRA's Housing Assistance Payment may be paid to a lender toward your home mortgage.

There are program requirements, such as a minimum income, employment, attending homeowner training, and securing financing for the purchase of a home. The affordability of a home will also be taken into consideration. Your Leased Housing Specialist can provide detailed information concerning this option. Feel free to ask for this information so that you may determine if homeownership is suitable for you.