Phelps County Public Housing Agency

#4 Industrial Drive
St. James, Missouri 65559
573-265-4200
Fax 573-265-3550
www.meramecregion.org/phelpscopha

Housing Choice Voucher Program
Owner Briefing Packet

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The Phelps County PHA is an Equal Opportunity Housing Agency
Serving Crawford, Dent, Gasconade, Maries,
Phelps and Washington Counties

Introduction

The Section 8 Tenant-based Rental Assistance Program was enacted as part of the Housing and Community Development Act of 1974. The program is now known as the Housing Choice Voucher Program (HCVP) and is funded through and monitored by the United States Department of Housing and Urban Development (HUD), and Meramec Regional Planning Commission is the administering agency for Phelps County PHA. The program is designed to provide income eligible families the opportunity to live in safe, decent and sanitary housing. The program benefits the participant as well as the owner/agent of the leased housing unit by providing a rent subsidy that affords the participant the opportunity to seek better housing or remain in their existing decent, good-quality housing and the owner/agent benefits because he/she is guaranteed payment, either full or partial, from the Phelps County PHA.

Phelps County PHA is currently allocated assistance for over 750 families under the Housing Choice Voucher Program, in 6 Meramec Region counties, with the exception of the City of Rolla. Administration of the Housing Choice Voucher Program and the functions and responsibilities of the Phelps County PHA staff shall be in compliance with Phelps County PHA's Administrative Plan, HUD's Code of Federal Regulations as well as all Federal, State and local Fair Housing Laws and Regulations.

Fair Housing Policy Statement

It is the policy of Phelps County PHA to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. Specifically, Phelps County PHA shall not, on account of race, color, sex, religion, creed, national or ethnic origin, age, family or marital status, or disability, deny any family or individual the opportunity to apply for, or receive assistance under HUD's Housing Choice Voucher Program. To further its commitment to full compliance with applicable Civil Rights laws; Phelps County PHA will provide Federal/State/local information to voucher holders regarding "discrimination" and any recourse available to them should they feel they have been victims of discrimination. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the voucher-holder's packet. Phelps County PHA will maintain a list of available housing submitted by owners in all neighborhoods within Phelps County PHA's jurisdiction to ensure "greater mobility and housing choice" to very low-income households served by this agency.

Owner Outreach

Phelps County PHA issues continuing invitations to owners as needed to make dwelling units available for leasing by eligible families in accordance with the Equal Opportunity Housing Plan. On a continuing basis, Phelps County PHA welcomes the participation of owners of decent, safe, and sanitary housing units.

The Housing Staff of Phelps County PHA will continue to make personal contact in the form of formal or informal discussions or meetings with private property owners; program requirements will be explained and printed material offered to acquaint the owner/manager with the opportunities available under the program.

Phelps County PHA maintains a list of interested landlords available for the Housing Choice Voucher Program and updates this list periodically. As inquiries from prospective new owners are called in, program staff will record the necessary information on units and make it available to prospective families.

The Housing Choice Voucher Program
Phelps County PHA provides rent subsidy to eligible very low-income families through the Housing Choice Voucher Program. HUD defines very low-income families as families whose combined income is fifty percent (50%) or less of the area median income. This program creates flexibility for families by increasing housing choice. Features of the HCVP include:

Payment Standards
The subsidy amount (Phelps County PHA's portion) is based on a payment standard set by the Housing Authority anywhere between 90% to 110% of the HUD published Fair Market Rent (FMR).

Tenant Payment
A family renting a unit below the payment standard pays as gross rent the highest of:

> **30% of monthly adjusted income or**
> **10% of gross monthly income or**
> **Phelps County PHA minimum rent ($50)**

A family renting a unit above the payment standard pays the highest of:

> **30% of monthly-adjusted income**
> **10% of gross monthly income**
> **Phelps County PHA minimum rent ($50)**
> plus any rent above the payment standard.

Maximum Initial Rent Burden
A family must not pay more than 40% of adjusted income for rent when the family first receives the Housing Choice Voucher for occupancy of a particular unit. This requirement applies to a family that initially receives assistance for occupancy of a unit and each time a participant moves to a new unit.

Rent Amount
You must tell us what your "proposed rent" is. Once your unit is inspected, the housing inspector must do a "rent reasonableness" comparison. The inspector will compare the rent that you are asking to units in the area that are similar to yours, for tenants who are not getting assistance. If your rent is not reasonable, the inspector will contact you. Keep in mind, the program is for modest housing.

When Will The Rent Start?
The effective date of the Housing Assistance Payments Contract will be determined as follows: If the unit passes inspection and all of the paperwork is completed by the 15th of the month, the assistance will be prorated for that month; if the paperwork is completed after the 15th of the month, the assistance will start at the first of the next month.

When Will I Get A Check?
The rental assistance checks are direct deposited on the second working day of the month. For new units that pass inspection within the last ten days of the month, the first check will be one month in arrears.

Which Owners Can Participate?
Any owner of standard rental housing in multi-family units (apartments), mobile homes, duplexes or single-family dwelling units may participate in Housing Choice Voucher programs. The housing approved for the program must meet standards set out in the HUD regulations. The owner and tenant must have a lease agreement for a minimum of one year. Owners may charge

the tenant a security deposit, not to exceed federal, state or local law. The owner is responsible for normal management and upkeep of the rental property.

PHA Disapproval of Owners
The PHA cannot approve a unit if the PHA has been informed (by HUD or otherwise) that the owner is disbarred, suspended or subject to a limited denial of participation under 24 CFR part 24.

When directed by HUD, the PHA cannot approve a unit if: (a) The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending; or (b) a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal opportunity requirements.

The PHA may, in its administrative discretion, deny approval to lease a unit from an owner for the following reasons: (a) Not keeping rental units up to Housing Quality Standards (HQS); (b) Accepting HAP payments when owner knows family has vacated unit or has been absent for longer than 30 days; (c) Fraud, accepting or requiring side payments for the family; (d) The owner has been arrested/convicted of any drug-related criminal activity or any violent criminal activity. The owner has given the PHA a preponderance of evidence for drug-related criminal activity or violent criminal activity; (e) The owner has violated obligations under a housing assistance payments contract. For purposes of this action, owner includes a principal or other interested party.

Owner Responsibility For Screening Tenants
As a landlord, screening a tenant for occupancy is one of the most important things you can do to begin a successful tenant/landlord relationship. Tenant screening is your responsibility. The Phelps County PHA does not screen tenants for rental history or suitability for tenancy.

Owners are permitted and encouraged to screen families on the basis of their tenancy histories. An owner may consider a family's background with respect to such factors as: (a) Payment of rent and utility bills; (b) Caring for a unit and premises; (c) Respecting the rights of others to the peaceful enjoyment of their housing; (d) Drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others; and (e) Compliance with other essential conditions of tenancy.

The PHA will provide the owner with the family's current address (as shown in the PHA records) and the name and address (if known to the PHA) of the landlord at the family's current and prior address and information concerning number of persons in the household. The PHA may offer the owner other information in the PHA possession, about the family, including information about the tenancy history of family members, or about drug-trafficking by family members.

The screening of the family, as to suitability as a tenant, is the owner's responsibility.

PHA Approval To Lease A Unit
The Request For Tenancy Approval (RFTA) is the formal request filed jointly by the owner and tenant for the Housing Choice Voucher Program. The PHA will provide the RFTA which must be completed in its entirety listing the type of unit, utilities, location, proposed rent, rent most recently charged, deposit, and year constructed. After this form is received in the PHA office, an inspection is scheduled for the rental unit, usually within 2 weeks.

Housing Owned by Relatives
Phelps County PHA may not approve a unit for lease if the owner is the parent, child, grandchild, sister or brother of any member of the voucher holder's family. Phelps County PHA, however,

could still approve the unit for lease if it determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

PHA Inspection for HQS
The PHA Housing Inspector conducts a physical inspection of the dwelling unit to insure that conditions at the site and in the neighborhood are safe, sanitary, and decent in accordance with HUD Housing Quality Standards (HQS). All assisted units must pass all of housing quality standards established in the federal regulations by the Department of Housing and Urban Development, the Code of Federal Regulations 24 CFR 982.401, Phelps County PHA Administrative Plan and any changes or updates.

The PHA requires living rooms having one or more openable windows, must have screens on the windows. All other rooms must have one screen on an openable window. Second story windows must have permanent screens and locks. All mobile homes must be underpinned. All bedrooms must have doors, or non-transparent floor length curtains, hung on a rod for privacy. All peeling paint must be removed and disposed of properly. Units that are not all electric must have a carbon monoxide detector. The above listed items are in addition to HUD's HQS.

If the unit fails inspection, the inspector will set up a date to return to the property and re-inspect the failing items. We will only make a total of 3 trips to the unit. If the unit does not pass by the 3rd inspection, it does not qualify to be placed on the program. You may view HUD's HQS inspection book at www.meramecregion.org. Click on Phelps County PHA.

Lease and Lease Addendum
The lease between the tenant and owner must be approved by the PHA. Before approving the lease or revision, the PHA must determine that the lease meets the requirements for the HCVP program. The Tenancy Addendum (added to the lease) contains the lease language required by HUD.

The initial term of the lease must be for at least one year. The lease must provide for automatic renewal after the initial term. Automatic renewal will be for a month-to-month term.

The term of the lease terminates if any of the following occurs: (a) The owner terminates the lease; (b) The tenant terminates the lease; (c) The owner and the tenant agree to terminate the lease; (d) The PHA terminates the HAP contract; or (e) The PHA terminates the assistance for the family.

Rent Reasonableness
Under the Housing Choice Voucher Program, the contract rent for the unit is based on rent reasonableness. Before the unit passes inspection the requested "contract rent" will be determined to be reasonable. The maximum subsidy is determined by using the Payment Standard for the appropriate bedroom size for the family or the size of the unit chosen, whichever is lower, before calculating the tenant's rent portion. The benefit of using a payment standard to set the maximum subsidy is that it allows the family to choose to rent a unit that exceeds the Fair Market Rent (FMR). However, families that rent units in excess of the payment standard will be paying more than 30% of their incomes for rent.

Guidelines For Rent Increases
Phelps County PHA understands that from time to time owners need to raise contract rent on their units. If you are planning on raising the rent on any of your units, please keep in mind the following guidelines: Landlords cannot raise rent during the first year of the contract (the initial lease term) and must give both the tenant and Phelps County PHA a 60-day written notice of the rent increase before the tenant's annual recertification. If the rent increase is received in the

middle of the month, the rent change will be made effective the 1st of the month following the 60-day time frame. The rent increase must be determined reasonable by the PHA.

Security Deposit
The owner may not collect a security deposit in excess of private market practice or in excess of amounts charged by the owner to unassisted tenants. Two months contract rent in the State of Missouri is the maximum deposit amount.

HAP Contract and Term of Contract
The Housing Assistance Payments (HAP) contract is a contract between the PHA and the owner. In the contract, the owner agrees to lease a specified dwelling unit to a specified eligible family, and the PHA agrees to make monthly housing assistance payments to the owner for the family.

HAP payments will only be paid during the term of the HAP Contract and while the family is residing in the unit. The HAP payments terminate when: lease terminates; HAP contract terminates; the housing agency terminates assistance for the family; or lease is terminated by the owner in accordance with the terms of the lease. If an eviction process has commenced and the family continues to reside in the unit, Phelps County PHA will continue to make HAP payments to the owner. Until such time a court judgement, or other process has been obtained, or the contract ends, allowing the owner to evict the tenant and the family has vacated the unit.

The term of the HAP contract begins on the first day of the term of the lease and ends on the last day of the term of the lease.

Phelps County PHA Termination of HAP Contract
Phelps County PHA may terminate the HAP contract if: there is insufficient funding to support continued assistance; 180 days have passed since the last HAP was paid in the unit; the family violates any family obligations under the program; the family breaches an agreement with Phelps County PHA to pay amounts owed to the housing agency; or the family has engaged in or threatened abusive or violent behavior toward Phelps County PHA personnel. You may review the contract at www.meramecregion.org. Click on Phelps County PHA.

Maintenance: Owner and Family Responsibility; PHA Remedies
The owner must maintain the unit in accordance with HQS. If the owner fails to maintain the unit, the PHA may terminate, suspend or reduce housing assistance payments and terminate the HAP contract. The PHA cannot make housing assistance payments for a unit that fails to meet HQS, unless the owner corrects the defect within the period specified by the PHA. Any defect that is life threatening must be corrected within 24 hours.

The owner is not responsible for a breach of HQS that is not caused by the owner, and for which the family is responsible (as provided in 24 CFR 982.404(b) and 24 CFR 982.551(c)). (However, the PHA may terminate assistance to a family because of HQS breach caused by the family.)

The family is responsible for a breach of the HQS that is caused by any of the following:
(a) Failure to pay for utilities not furnished by owner, but which are to be paid by the family;
(b) Failure to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the family; or
(c) Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear.)

If HQS breach by family is life threatening, the family must correct the defect within 24 hours. For other defects, the family must correct within time period specified by the PHA.

If the family or owner has caused a breach of the HQS, the PHA will take prompt and vigorous action to enforce compliance. Failure to comply will result in the unit and or family being terminated from the rental assistance program. You may review HUD's HQS inspection book at www.meramecregion.org. Click on Phelps County PHA

Owner Responsibilities
The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.

The owner is responsible for: (a) Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit; (b) Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance; (c) Complying with equal opportunity requirements; (d) Preparing and furnishing to the PHA information required under the HAP contract; (e) Collecting from the family: (i) Any security deposit; (ii) The tenant contribution (the portion of rent not covered by the housing assistance payment); (iii) Any charges for unit damage by the family; (f) Enforcing tenant obligations under the lease; (g) Paying for utilities and services (unless paid by the family under the lease); (h) Notify PHA when family vacates unit.

Phelps County PHA must be copied on all correspondence with the tenant, especially those relating to tenant damage or non-payment of rent. Request for rent increases must be submitted, in writing, at least 60 days prior to the tenant's lease expiration date and tenants must agree with the rent increase prior to submission to our office.

For provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person, contact your Housing Coordinator. (See 24 CFR 100.203.)

Owner Termination of Tenancy
During the term of the lease, the owner may not terminate the tenancy except on the following grounds: (a) Serious or repeated violation of the terms and conditions of the lease; (b) Violation of federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or (c) Other good cause.

Nonpayment by the PHA is not grounds for termination of tenancy. The family is not responsible for payment of the portion of the rent to owner covered by the housing assistance payment under the HAP contract between the owner and the PHA.

Any of the following types of criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control shall be cause for termination of tenancy: (a) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; (b) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or (c) Any drug-related criminal activity on or near the premises.

Other good cause for termination of tenancy by the owner may include, but is not limited to, any of the following examples: (a) Failure by the family to accept the offer of a new lease or revision; (b) A family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or premises; (c) The owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or (d) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, desire to lease the unit at a higher rental rate. During the first year of the lease term, the owner may not terminate for "other good cause," unless terminating because of something the family did or failed to do.

Owner Notice to Vacate
The owner must give a written notice that specifies the grounds for termination of tenancy. The notice of grounds must be given at or before commencement of the eviction action. The notice of grounds may be included in, or may be combined with, any eviction notice to the tenant.

Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under State or local law to commence an eviction notice. The owner may only evict the tenant from the unit by instituting a court action.

Owner Breach of Contract
Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner: (a) If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS; (b) If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437 f), (c) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program, (d) If the owner has engaged in drug-trafficking.

The PHA rights and remedies against the owner under the HAP contract include recovery of overpayments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.

Policies and Procedures Concerning Program Fraud
Incidence of fraud, willful misrepresentation, or intent to deceive with regard to the Housing Choice Voucher Program are criminal acts. If you are suspected of committing any fraudulent actions, we are required to refer the matter to the Inspector General for investigation and could result in your being accused of a Federal crime.

These cases are rare in our Housing Assistance Program. However, the tenant, landlord and PHA staff must be aware of their responsibility in this matter. Each new tenant entering the program is given a notice with examples of fraud. Landlords are also given a notice concerning fraud.

Examples of fraud involving owners/managers include: (a) Requiring extra (side) payments in excess of the family's share of rent. This does not include extra fees for pets, cable and security deposits. Any payment in excess of the rent must receive prior approval of the PHA,
(b) Collecting assistance payments for unoccupied units, (c) Bribing employees to certify substandard units or to conceal "side" payments.

Examples of tenant fraud include: (a) Making "side" payments in excess of the rent to owner/manager, (b) Not reporting all income received by all members of the family regardless of age, (c) Not reporting all persons living in the home, or expected to live in the home.

Examples of PHA employee fraud include: (a) Willfully misrepresenting information on any HUD forms used in this program, (b) Initiating other agreements between tenant and owner which conflict with the terms as stated in the Housing Assistance Payments Contract and Lease Agreement. Please report to the PHA staff any time you feel fraud is being committed.

Notification of Rights Under the Violence Against Women Act
A federal law reauthorizing the 2005 Violence Against Women Act (VAWA) and signed into law January 5, 2006, provides certain rights and protections to Section 8-assisted tenants and members of their households. This law requires that you be notified of your rights and obligations under its provisions.

Protections Against Eviction or Termination of Assistance
1. Under VAWA, if an applicant or participant in the Section 8 program is otherwise eligible, the fact that the applicant or participant is or has been a victim of domestic violence, dating violence, or stalking (as these terms are defined in VAWA) is not an appropriate basis for denial of program assistance or for denial of admission.

2. VAWA also states that an incident or incidents of actual or threatened domestic violence, dating violence or stalking:

> (a) will not be considered to be a "serious or repeated" violation of the lease if the tenant is the victim of the incident or incidents of actual or threatened domestic violence, dating violence or stalking; and
> (b) shall not be good cause for terminating the tenant's assistance, tenancy, or occupancy rights if the tenant is the victim of such actual or threatened domestic violence, dating violence or stalking.

This means that the tenant may not be evicted, nor may his or her assistance be terminated, based on such an incident or incidents of actual or threatened domestic violence, dating violence or stalking where the tenant is the victim.

3. In addition, although you may evict a tenant for certain types of criminal activity as provided in the lease, and the housing agency may terminate a household's assistance in such cases, VAWA states that you may not evict, or terminate tenancy or occupancy rights if the criminal activity is:

(a) directly related to domestic violence, dating violence or stalking; <u>and</u>
(b) engaged in by a member of the household, or any guest, or another person under the tenant's control; <u>and</u>
(c) the tenant or a member of the tenant's immediate family is the victim or threatened victim of this criminal activity.

Portability to a New Location
As you may know, Section 8 households in good standing may move to another location after one year of assistance and their assistance will follow them. However, the law does not allow this if the family was in violation of its lease when it moved. VAWA creates an exception where a family has complied with all other Section 8 requirements but moved out in violation of the lease in order to protect the health or safety of an individual who:

(a) was or is the victim of domestic violence, dating violence or stalking, <u>and</u>
(b) reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit

In these situations, the family will be allowed to move to a new jurisdiction even though the family broke the lease by moving out.

Certification
If you notify a tenant that you intend to terminate the tenant's tenancy based on a matter that is an incident or incidents of domestic violence, dating violence, or stalking, and the tenant claims protection against eviction or termination of assistance under VAWA, you must contact your County Coordinator. Your tenant will be given a HUD-approved certification form in order to document the incidents in question. The tenant will have 14 business days from receipt of the form to complete it and return it to Phelps County PHA. The PHA may consider other forms of verification as described below. If the tenant does not complete this task within the time

allowed, he or she will not have protection under VAWA and you may proceed with terminating tenancy and evicting the tenant without reference to the VAWA protections.

The tenant may certify either by:

(a) completing and delivering a HUD–approved certification form mentioned above or
(b) documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim (the tenant another member of the tenant's immediate family) has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse. (This certification must be sworn under penalty of perjury); or
(c) producing a federal, state, tribal, territorial, or local police or court record.

Confidentiality
Information provided to you relating to the fact that the tenant or another member of the tenant's household is a victim of domestic violence, dating violence, or stalking must be be retained by you in confidence. This information may not be shared or disclosed by you or your agents or employees without the tenant's consent except as necessary for an eviction proceeding or as otherwise required by law.

Limitations
VAWA provides certain limitations and clarifications concerning tenants' rights as described above. In particular, you should know that nothing contained in VAWA:

1. Prevents you from terminating tenancy and evicting, for any violation not involving domestic violence, dating violence or stalking, for which VAWA provide the protections described above. However, you may not, in such cases, apply any more demanding standard to the tenant than you would to other Section 8 assisted tenants.

2. Prevents you from terminating tenancy and evicting where you can demonstrate "an actual and imminent threat to other tenants or those employed at or providing service to the property." Where you can demonstrate such a threat, the tenant will not be protected from termination of tenancy and eviction by VAWA.

3. Limits your ability to comply with court orders addressing rights of access to or control of the property. This includes civil protection orders entered for the protection of the victim or relating to distribution or possession of property.

4. Supersedes any federal, state or local law that provides greater protections than VAWA.

Owner or Manager Right to Remove Perpetrator of Domestic of Violence
VAWA also creates a new authority under Federal law that allows an owner or manager of a Section 8 assisted property to evict, remove, or terminate assistance to any individual tenant or lawful occupant of the property who engages in criminal acts of physical violence against family members or others. This may be done without evicting or taking any other action adverse to the other occupants.

Definitions
For purposes of interpreting and applying VAWA and this notification the following definitions contained in VAWA are applicable:

Domestic Violence – [as defined in Section 40002 of VAWA 1994] which states as follows: SEC 40002(a)(6) – "DOMESTIC VIOLENCE - The term 'domestic violence' includes felony of misdemeanor crimes of violence committed by a current or former spouse of the

victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, 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."

Dating Violence – [as defined in Section 40002 of VAWA 1994] which states as follows:
SEC 40002(a)(8) – "DATING VIOLENCE- The term 'dating violence' means violence committed by a person—

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
(B) 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.
(iii) The frequency of interaction between the persons involved in the relationship."

Stalking – "means –

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –
(i) that person;
(ii) a member of the immediate family of that person; or
(iii) the spouse or intimate partner of that person; …"

Immediate Family Member - "means, with respect to a person –

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands *in loco parentis*; or
(B) any other person living in the household of that person and related to that person by blood or marriage."

Further Information

The PHA encourages you to consult your legal counsel to develop a suitable written policy of your own that complies with VAWA, and you are further encouraged to conduct the necessary training of property management personnel concerning VAWA's requirements.

Please contact your County Coordinator with any questions you may have concerning this notification.

Phelps County PHA
Common Problems

1. Someone 18 years or older must be at the unit for the inspection to be performed, between the hours of 8am-5pm.
2. All utilities must be on (electric, gas, water, etc.).
3. Dogs must be secured or we can not inspect.
4. All windows must be equipped with locks. All windows that are meant to open must open and close properly and must stay open without the use of a prop. Mobile homes with crank style windows must have cranks and work properly. Screens must be free of holes and tears. Properly fitted screens installed: at least 2 in the living room and 1 in all other rooms. All second level homes or higher must have screens on all openable windows.
5. All peeling paint on walls, ceilings, exterior, including porches, fencing, propane tanks and sheds must be removed and painted or covered with another type of wall covering such as wallpaper, paneling or siding.
6. All electrical switch plates and wall outlets must have covers. Covers must not be cracked or broken. All capped (taped) wires must be in junction boxes with covers, including capped wires in basement.
7. There can be no broken, cracked or loose windows.
8. Regulations require an overflow pipe (made of hard copper or plastic PVC) be installed on water heaters from the pop-off valve to no more than six inches from the floor or through the floor. All gas water heaters must be vented to the outside. Diagram available at www.meramecregion.org. Click on Phelps County PHA.
9. At least one operable smoke detector must be present and working when tested on each level of the unit including the basement. If the unit is occupied by a hearing-impaired person, smoke detectors must have an alarm system designed for hearing-impaired persons.
10. If there is not a window in the bathroom, the bathroom must be equipped with an exhaust vent. The exhaust fan must be clean to operate properly.
11. Regulation requires that there be handrails on steps with 4 or more consecutive steps and banisters on porches with a rise of 30 inches or more from the ground.
12. If there is evidence of roach infestation, you must hire an exterminator or begin a program of vermin extermination.
13. Property must be clean; there must not be any trash or debris on the property. Any unsafe, unhealthy or unsanitary situations must be remedied.
14. All burners and ovens on cooking stoves must be usable. Knobs, oven handles and burners must be in place. Drip pans and ovens must be clean and in good working order. Burners must light with the pilot, where applicable.
15. All mobile homes must be securely tied down and underpinned.
16. Grass must be mowed and trees trimmed off of unit. All trash must be disposed of, such as old appliances, tires and broken glass.
17. Refrigerators must have toe-kicks if designed to have one and a tight seal around the doors.
18. All floor vents and cold air returns must be secured to the floor with no large gaps.
19. Any unit using any fuel source other than electricity for the cook stove, water heater, and/or furnace must have a carbon monoxide detector, installed according to manufactures directions.
20. All units with gas, wood, oil burning appliances/furnaces or water heaters will need to be serviced on a yearly basis to ensure that they are operating in a safe and efficient manner. These appliances need to be serviced when colder weather approaches. This is the landlord's responsibility and the PHA will not be held liable if these items malfunction. Clean furnace filters must be in place.
21. No empty light sockets. All lights must work when tested.
22. Cap off washer drains and dryer vents, if not in use.
23. Breaker boxes must have no empty slots. Fill with dummy breakers or cover with metal strips to fill the gaps. Do not use tape.
24. If present, range hood must have an exhaust fan screen.
25. Do not use double keyed locks.
26. Weather strip around exterior doors.
27. Secure all loose carpet or vinyl that can be a tripping hazard, patch or replace missing tiles or areas of carpet.
28. **All** items must be in good working order.

Removing items, poor maintenance or repair work may reduce the value or the property owner's rent amount. Example: removing storm doors or a dishwasher and patching instead of replacing.