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## Chapter 1 Introduction

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### About the Disaster Housing Assistance Program (DHAP)

This handbook has been prepared in appreciation of your interest in participating in the Disaster Housing Assistance Program.

The U.S. Department of Housing and Urban Development (HUD) will be taking over long-term rental assistance for families displaced by the disaster from the Federal Emergency Management Agency (FEMA) through a program called the Disaster Housing Assistance Program (DHAP).



With an interagency agreement between HUD and FEMA, DHAP will be vital for helping families rebuild their lives, get on a path to self-sufficiency and have the opportunity to return home, if they choose.

HUD will use its extensive national network of Public Housing Agencies (PHAs), also referred to as housing agencies, to provide housing assistance and case management services to eligible families.

All families currently receiving rental housing assistance through FEMA are eligible for this program. There is nothing these families need to do at this point to qualify. Families are expected to experience a seamless transition into DHAP and will be contacted by the housing agency administering DHAP in the jurisdiction in which the family resides.

## Chapter 1 Introduction

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The Disaster Housing Assistance Program will be implemented as follows:

- Once FEMA releases eligible families to HUD, the housing agencies will conduct outreach and intensive case management services to help displaced families rebuild their lives and return to self-sufficiency.
- FEMA will continue to make rental assistance payments on behalf of these families until housing agencies confirm outreach is complete, to assure that there is no interruption in rental subsidy payments to landlords. Once families have been registered and enrolled with DHAP, the housing agencies will assume responsibility for the rental subsidy payments.
- DHAP eligible families may remain in their current units if the housing agencies is able contact the landlords and ensure the necessary documents are in place so that those families continue to receive uninterrupted assistance payments through DHAP.
- The DHAP program has an Incremental Rental Transition (IRT) process in which the level of subsidy is reduced monthly to gradually lead families toward independence. Families and individuals will pay a portion of the cost, which will begin at \$50 per month and incrementally increase each month thereafter until the program ends.
- Families and individuals in the program will be given complete information, supportive services, resources and ample time to prepare themselves for the end of temporary, subsidized housing.

This program's success depends on the housing agency being able to contract with property managers and owners who can provide decent, safe, affordable rental housing for eligible families and individuals. This handbook has been designed to help you better understand how the Disaster Housing Assistance Program (DHAP) works.

## **Chapter 1 Introduction**

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### **Housing Agency Service Commitment**

As a public service agency, the housing agency's goal is to provide excellent service to the families and owners participating in the Disaster Housing Assistance Program. The housing agency will make every effort to inform you of the program rules and to advise you of how these rules affect you. It is very important to ask questions if you are not sure of something. Do not hesitate to contact a housing agency representative if you have a question or problem that pertains to the Disaster Housing Assistance Program.

### **Definitions**

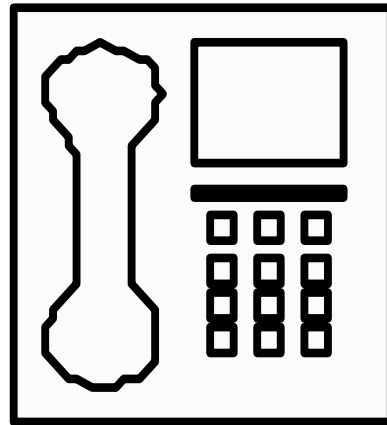
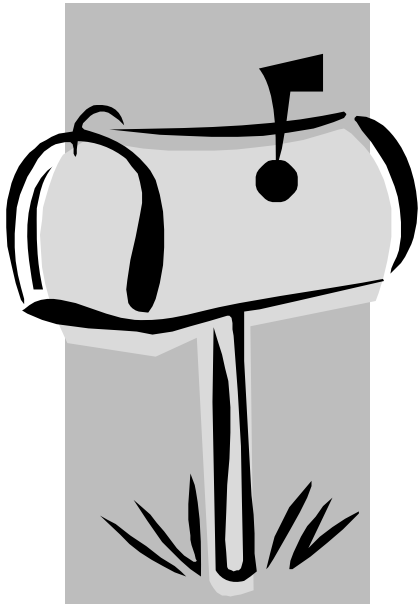
In order to explain the Disaster Housing Assistance Program, it is necessary to use certain program terms. For this reason a glossary of commonly used housing terms has been included in the back of this handbook. As you read through the text, you will notice that many terms appear in bold italics the first time they are used. You will find these and other terms in the glossary.

## Chapter 1 Introduction

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### Getting in Touch with You

Since the housing agency may need to contact you from time to time, be sure they have a daytime phone number where you can be reached. After the initial lease-up period, most of your contact with the housing agency will probably be by first-class mail. Your cooperation is essential to the housing agency's being able to serve you and any family you may select as a renter.



## Chapter 2 General Program Information

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### Responsibilities Within the Disaster Housing Assistance Program

This program's foundation is the three-way partnership between the owner, the housing partnership between the owner, the housing agency, and the tenant.

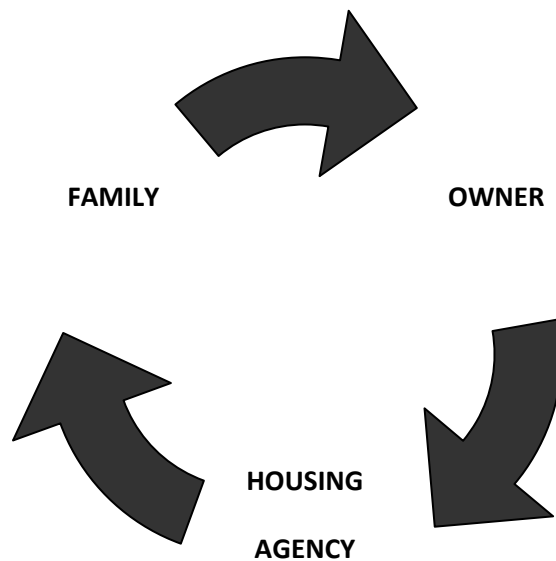
The voucher contains the agreement between the tenant family and the housing agency.

The tenant and the owner have an agreement through the lease and lease addendum.

The owner and housing agency enter into a contract for rent subsidy payments.

Under the three legal agreements, all three parties have important responsibilities to each other. To make the program work, all three partners must do their jobs: the housing agency, the owner, and the family.

Under the Disaster Housing Assistance Program, FEMA determines a family's initial eligibility. The housing agency does not determine the family's initial eligibility or screen the family for the program. DHAP assistance is provided for families that were displaced by Hurricane Katrina or Rita and as a result have been previously determined, or are subsequently determined, by FEMA to meet FEMA's initial eligibility requirements for housing assistance under the Stafford Act.



## **Chapter 2 General Program Information**

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### **Housing Agency's Job**

In order for the program to work, the housing agency must do the following:

- ❑ Explain all the rules of the program to qualified families
- ❑ Calculate the monthly rent subsidy
- ❑ Make monthly rent subsidy payments to landlords on behalf of participating families
- ❑ Perform housing quality standards inspections when necessary
- ❑ Apply appropriate subsidy standards for families
- ❑ Determine rent reasonableness for certain units
- ❑ Provide case management services for participating families

## **Chapter 2 General Program Information**

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### **Owner's Job**

In order for the program to work, the owner has a right or a responsibility to:

- ❑ Screen families who apply to determine if they will be good renters.
- ❑ Consider a family's background regarding factors such as:
  - Paying rent and utility bills
  - Caring for property
  - Respecting the rights of others to peaceful enjoyment of their residences
  - Engaging in ***drug-related criminal activity*** or other criminal activity that is a threat to life, safety, or the property of others
  - Complying with other essential conditions of tenancy
- ❑ Comply with fair housing laws and discriminate against no one.
- ❑ Maintain the housing unit by making necessary repairs in a timely manner.
- ❑ Comply with the terms of the Disaster Rent Subsidy Contract with the housing agency.
- ❑ Collect the rent due by the tenant and otherwise enforce the lease.



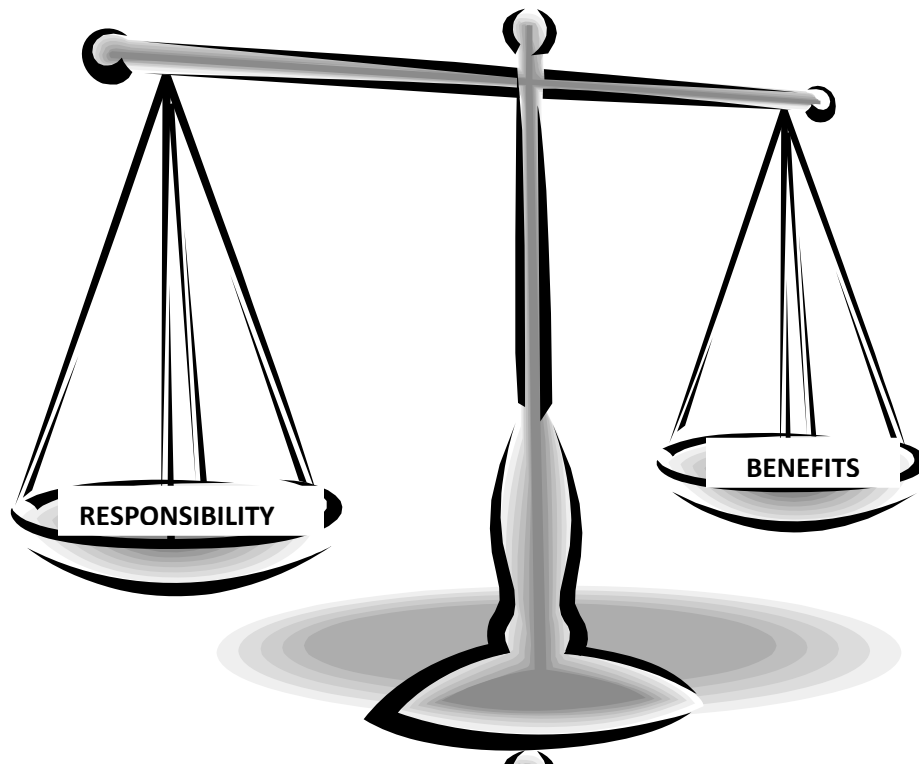
## **Chapter 2 General Program Information**

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### **Family's Job**

In order for the program to work, the family must do the following:

- ❑ Provide the housing agency with complete and accurate information.
- ❑ Find suitable housing.
- ❑ Take good care of the housing unit.
- ❑ Comply with the terms of their lease with the owner.
- ❑ Comply with the family obligations under the Disaster Housing Assistance Program.



## **Chapter 3 FEMA Rental Assistance Families Transitioning In-Place**

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FEMA rental assistance families are families that are receiving rental assistance from FEMA in a privately-owned rental unit and have been determined by FEMA to be eligible for DHAP.

You may be renting to a FEMA rental assistance family either under a Direct Assistance Payments contract with FEMA's contractor, or the family may be receiving assistance directly through FEMA.

One of the main objectives of the Disaster Housing Assistance Program is to avoid any unnecessary disruption to the family's current housing situation and make the family's transition from FEMA rental assistance to DHAP as seamless as possible. For this reason, the operating requirements differ in certain respects for a FEMA rental assistance family that remains in-place during the family's transition to the DHAP.

If the FEMA rental assistance family decides to stay in the unit:

1. You may continue the current lease, but you will have to sign a DHAP Lease Addendum with the tenant and a Disaster Rental Subsidy Contract with the housing agency. Both documents should be executed by program commencement date to prevent disruption or delay of the monthly rent subsidy payments.
2. If your current lease remains in place, the current rent for the unit is not affected by the contract and lease addendum.
3. You and the FEMA rental assistance family have the option of agreeing to enter into a new lease that begins at the same time as the effective date of the Disaster Rental Subsidy Contract. Any rent increase will be subject to a rent reasonableness determination.
4. If you are already renting to a FEMA rental assistance family, and the family decides to stay in the unit, the housing agency will contact you to schedule an appointment for an inspection to ensure the unit's current condition does not contain life-threatening deficiencies. If the unit fails this limited inspection, you must repair all life-threatening deficiencies within 48 hours.
5. Until program completion for a FEMA rental assistance family that stays in the same unit, the monthly rental subsidy equals the lesser of:
  - a. The monthly rent specified in the lease or
  - b. The greater of the applicable Fair Market Rent for the area where the unit is located, the applicable Payment Standard for the PHA's Housing Choice Voucher Program, or the amount of monthly assistance the family received under FEMA.

### **Chapter 3 FEMA Rental Assistance Families Transitioning In-Place**

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6. If you are already renting to a FEMA rental assistance family, and the family decides to stay in the unit, rent reasonableness will not apply to you unless you request a rent increase.
7. The housing agency begins making rental subsidy payments on or after the transition date specified by HUD. You will continue to receive payments from through your existing FEMA contractor.

If you are **not** willing to participate in the DHAP, the family will have to move to receive DHAP assistance.

## **Chapter 4-FEMA Rental Assistance Families Not Transitioning In-Place**

In addition to the FEMA rental assistance families discussed in Chapter 3 of this handbook, other families may be eligible for DHAP. These families may include families who are not currently receiving assistance through FEMA's contractors, but who have been determined (or are subsequently determined) by FEMA to be eligible for DHAP assistance. These families may contact you to inquire about leasing a unit with DHAP assistance. Or you may be contacted by a FEMA rental assistance family that wants to move from their current unit.

If you have one or more rental units and are interested in the DHAP program, you may call your local housing agency at any time during business hours. The PHA will mail you a packet of information about the program and may offer to schedule an owner orientation for you. If you decide to participate in the program, be prepared to furnish proof of legal ownership of any unit(s) that you offer under the program.

## **Chapter 4 FEMA Rental Assistance Families Not Transitioning In-Place**

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### **If a DHAP Family Wants to Lease Your Unit**

When a family is determined to be eligible for the program, and the family is not transitioning in-place, the housing agency briefs the family on DHAP requirements. The family then begins looking for a unit.

If you wish, the housing agency will give your name and general information about your rental unit(s) to families who have been through a DHAP briefing. Any interested families may then contact you for an appointment to see your housing unit(s). The housing agency will not steer families to specific owners or rental units, but they will furnish families with information on units that are available. When the family contacts you, they will already have participated in a DHAP briefing.



## **Chapter 4 FEMA Rental Assistance Families Not Transitioning In-Place**

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### **Screening for Tenant Suitability**

Even though FEMA has initially determined the family is eligible for the program, and the housing agency has verified that the family is qualified for DHAP assistance, it is up to you to screen the family for suitability as your tenant. When a DHAP family contacts you about moving into an available unit, you should perform the same background check and screening that you would for an unassisted prospective renter.

- ✓ When you are contacted by a prospective renter, evaluate him or her as you would any other renter.
- ✓ Make sure that your tenant selection standards are based on objective, business-related considerations, such as previous history of nonpayment, damage to property, or disturbance of neighbors.
- ✓ Owners must apply the same standards of tenant selection to any family that applies, whether the family is a prospective DHAP renter or not.
- ✓ Tenant selection must not be based upon race, color, age, religion, sex, familial status, disability, or any other discriminatory factors.
- ✓ The housing agency does not screen families for their suitability as renters. That is the owner's job.

## **Chapter 4 FEMA Rental Assistance Families Not Transitioning In-Place**

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### **Tenancy and Unit Approved by Housing Agency**

When you've approved the tenant, based on the information you obtained in the screening process, the next step is to request housing agency approval of the tenancy. The family will give you the forms and information required to request approval of tenancy.

HUD requires that any lease signed by a DHAP tenant must include the DHAP Lease Addendum. For a DHAP family not transitioning in-place, the housing agency must approve the tenancy before the lease is signed.

### **Lease and DHAP Lease Addendum**

- ❑ You may use your own form of lease but you must agree to use the DHAP lease addendum. Your lease may not contain provisions that are in direct conflict with the lease addendum.
- ❑ Your lease must comply with state and local law.
- ❑ The housing agency must approve the tenancy before the lease is signed.

When you submit the proposed lease (including the DHAP lease addendum) to the housing agency, it will be reviewed to determine whether the tenancy can be approved.

## **Chapter 4 FEMA Rental Assistance Families Not Transitioning In-Place**

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### **Housing Quality Standards Inspection (for Tenants Not Transitioning In-Place)**

After a family finds a suitable housing unit and you have approved the family as a tenant, the housing agency must determine whether the unit qualifies for the Disaster Housing Assistance Program. This includes a Housing Quality Standards (HQS) inspection. If the unit does not pass inspection, a reasonable time will be given to make the required repairs. The rent for other similar unassisted units in the neighborhood.



When the housing agency receives the proposed lease and DHAP Lease Addendum, they will notify you and the tenant of the date and time of the Housing Quality Standards inspection of the unit.

### **Prepare the Unit for Inspection**

Review the information on Housing Quality Standards as you evaluate your rental unit. Try to correct any HQS violations before the inspection. At the time of the inspection the unit should be “move-in” ready. This will prevent delays in the beginning of the family's rental assistance. If the family is already in the unit, it is a good idea to go over the checklist with them to ensure that the unit will meet the minimum requirements.



## **Chapter 4 FEMA Rental Assistance Families Not Transitioning In-Place**

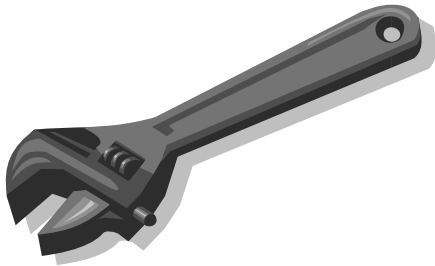
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### **Participate in the Inspection**

You and the family will receive written notification of the date and time of the unit inspection. Take advantage of this opportunity to meet the inspector and to discuss the various aspects of the inspection. It will help you to learn more about HQS so that you will know how to maintain the unit to be in compliance with HQS requirements. Once you go through an inspection, you will have a keener eye for what the inspector is looking for. If you have ever had to have a housing inspection to get a mortgage, many of the items are similar.

### **Make Repairs Promptly**

If the unit doesn't pass the initial inspection, the housing agency will give you a list of the items that caused the unit to fail so you can make repairs and the unit can be re-inspected. When the repairs are complete, the housing agency will verify that they have been made. The housing agency is not responsible for any payments until the unit passes inspection and the family has taken occupancy.



## **Chapter 4 FEMA Rental Assistance Families Not Transitioning In-Place**

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### **Areas Inspected**

Eight areas must be reviewed for HQS compliance:

- ❑ Living room
- ❑ Kitchen
- ❑ Bathroom
- ❑ Other rooms used for living and halls
- ❑ Secondary rooms (not used for living, such as a laundry room)
- ❑ Building exterior
- ❑ Heating and plumbing
- ❑ General health and safety

### **Ratings**

There are three ratings for the conditions verified by the Inspector: pass, inconclusive, and fail.

- ❑ Pass means the condition meets the minimum requirement.
- ❑ Inconclusive means that more information is needed for the inspector to make a determination. For example, if the electricity and gas are not in service on the date of inspection, the inspector will mark “inconclusive” until service is turned on and verified.
- ❑ Fail means that the condition does not meet the minimum requirement and must be brought up to the standard before the tenant can receive rental assistance on the unit. All fail items must be corrected and approved prior to the execution of the Disaster Rent Subsidy Contract.

## **Chapter 4 FEMA Rental Assistance Families Not Transitioning In-Place**

### **HQS Checklist**

The following is a listing of the conditions that must be verified by the housing inspector:

#### **Living Room**

- Is there a living room?
- Are there at least two working outlets or one working outlet and one working light fixture?
- Is the room free of electrical hazards?
- Can all windows and doors accessible from the outside be locked?
- Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken windowpanes?
- Are the walls, ceilings, and floors in good condition and free of hazardous defects?
- Are painted surfaces free of defective paint or adequately treated? Of special concern is potential lead poisoning of children under six.
- Dwelling units constructed before 1978 will be visually inspected by the HQS inspector.

#### **Kitchen**

- Is there a kitchen?
- Are there at least one working outlet and one working, permanently installed light fixture?
- Is the kitchen free of electrical hazards?
- Can the windows and doors accessible from the outside be locked?
- Are all windows free of signs of deterioration or missing or broken windowpanes?
- Are the walls, ceilings, and floors in good condition and free of hazardous defects?

## **Chapter 4 FEMA Rental Assistance Families Not Transitioning In-Place**

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- ❑ Is there a working refrigerator that maintains a temperature low enough so that food does not spoil over a reasonable period of time?
- ❑ Is there a working kitchen sink with hot and cold running water?
- ❑ Is there space to store, prepare, and serve food?
- ❑ Are painted surfaces free of defective paint or adequately treated? Of special concern is potential lead poisoning of children under six.
- ❑ Dwelling units constructed before 1978 will be visually inspected by the HQS inspector.
- ❑ Is there a working oven and a stove (or range) with working burners? If not, is there a microwave oven? If so and the microwave is owner-supplied, do other tenants have microwaves instead of ovens and stoves (or ranges)?

### **Bathroom**

- ❑ Is there a bathroom?
- ❑ Is there at least one permanently installed light fixture?
- ❑ Is the bathroom free of electrical hazards?
- ❑ Can all windows and doors accessible from the outside be locked?
- ❑ Are all windows free of signs of deterioration or missing or broken windowpanes?
- ❑ Are the walls, ceilings, and floors in good condition and free of hazardous defects?
- ❑ Is there a working toilet in the unit for the exclusive private use of the tenant?
- ❑ Is there a working, permanently installed wash basin with hot and cold running water in the unit?
- ❑ Is there a working tub or shower with hot and cold running water in the unit?

## **Chapter 4 FEMA Rental Assistance Families Not Transitioning In-Place**

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- ❑ Are painted surfaces free of defective paint or adequately treated? Of special concern is potential lead poisoning of children under six.
- ❑ Dwelling units constructed before 1978 will be visually inspected by the HQS inspector.
- ❑ Is there a window that can be opened or a working vent system?

### **Other Rooms Used for Living and Halls**

- ❑ If the room is used as a bedroom, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?
- ❑ If the room is not used for sleeping, is there a means of illumination?
- ❑ Is the room free of electrical hazards?
- ❑ Can all windows and doors accessible from the outside be locked?
- ❑ If the room is used as a bedroom, is there at least one window? Are all windows free of signs of severe deterioration or missing or broken windowpanes?
- ❑ Are walls, ceilings, and floors in good condition and free of hazardous defects?
- ❑ Are painted surfaces free of defective paint or adequately treated? Of special concern is potential lead poisoning of children under six.
- ❑ Dwelling units constructed before 1978 will be visually inspected by the HQS inspector.
- ❑ Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of the Fire Administration Authorization Act of 1992?
- ❑ In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?

## **Chapter 4 FEMA Rental Assistance Families Not Transitioning In-Place**

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### **All Secondary Rooms (Not Used for Living)**

- Can all windows and doors accessible from the outside be locked?
- Are all rooms free of electrical hazards?
- Are painted surfaces free of defective paint or adequately treated? Of special concern is potential lead poisoning of children under six.
- Dwelling units constructed before 1978 will be visually inspected by the HQS inspector.

### **Building Exterior**

- Is the foundation sound and free of hazards?
- Are all the exterior stairs, rails, and porches sound and free of hazards?
- Are the roof, gutters, and downspouts sound and free of hazards?
- Are exterior surfaces sound and free of hazards?
- Is the chimney sound and free of hazards?
- Are painted surfaces free of defective paint or adequately treated? Of special concern is potential lead poisoning of children under six.
- Dwelling units constructed before 1978 will be visually inspected by the HQS inspector.
- If the unit is a manufactured home, is it properly placed and tied down?

### **Heating and Plumbing**

- Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?
- Is the unit free of unvented fuel-burning space heaters and other unsafe heating conditions?
- Do the windows allow for adequate ventilation and cooling, or is there a working cooling system?
- Is the water heater safely located, equipped, and installed?
- Is the unit served by an approved public or private sanitary water supply?

## **Chapter 4 FEMA Rental Assistance Families Not Transitioning In-Place**

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- ❑ Is the plumbing free of major leaks or corrosion that causes serious and persistent levels of rust or contamination in the drinking water?
- ❑ Is the plumbing connected to an approved public or private disposal system, and is it free of sewer back-up?

### **General Health and Safety**

- ❑ Can the unit be entered without having to go through another unit?
- ❑ Is there an alternative fire exit from the building that is not blocked and that meets local or state regulations as an acceptable exit?
- ❑ Is the unit free of rats and severe infestations of mice or vermin?
- ❑ Is the unit free of heavy accumulation of garbage or debris inside and outside?
- ❑ Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approvable by a local agency?
- ❑ Are interior stairs and common halls free of hazards (e.g., inadequate lighting, missing or insecure railings, and loose, broken, or missing steps)?
- ❑ If local practice requires it, do all elevators have a current inspection certificate? If local practice does not require it, are all elevators working and safe?
- ❑ Is the unit free of abnormally high levels of air pollution from vehicular exhaust? Are the site and immediate neighborhood free of conditions that would seriously and continuously endanger the health or safety of the residents?

### **Other Requirement**

- ❑ Are tenant-supplied utilities separately metered?

## **Chapter 4 FEMA Rental Assistance Families Not Transitioning In-Place**

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### **Most Common Fail Conditions**

- ❑ Nonfunctional smoke detectors
- ❑ Missing or cracked electrical outlet cover plates
- ❑ No railings where required
- ❑ Peeling exterior and interior paint
- ❑ Tripping hazards caused by permanently installed floor coverings (carpets/ vinyl)
- ❑ Cracked or broken windowpanes
- ❑ Inoperable stove burners or range hoods
- ❑ Missing burner control knobs
- ❑ Inoperable bathroom fans or no ventilation in bathroom
- ❑ Leaking faucets or plumbing
- ❑ No temperature/pressure-relief valve on water heaters
- ❑ No weather stripping for doors
- ❑ Missing spacers at breaker box (single family dwelling)

## Chapter 4 FEMA Rental Assistance Families Not Transitioning In-Place

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### Reasonable Rent

While inspecting the unit, the inspector will also be evaluating the reasonableness of the rent you have proposed for the housing unit. The proposed rent will be compared to the rent for other units on the market and on the premises of similar size, age, features, and amenities. If the rent for a unit is not reasonable, the unit is not eligible for DHAP assistance. The housing agency determines whether the rent is reasonable and comparable based on the unit inspection report and local rental market information.



**\$400**

**?????**



**\$600**

## **Chapter 4 FEMA Rental Assistance Families Not Transitioning In-Place**

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### **Contract and Lease Signed**

When the housing agency has determined that the tenancy can be approved, the unit passes inspection, and the rent is reasonable, you and the tenant will sign the lease, and you will enter into a Disaster Rent Subsidy Contract with the housing agency. The Disaster Rent Subsidy Contract contains the owner's obligations to the housing agency. Owners are obligated to make HQS repairs, enforce the lease, return payment made for a vacant unit, and refrain from accepting side payments or payments that have not been approved by the housing agency.



## **Chapter 4 FEMA Rental Assistance Families Not Transitioning In-Place**

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### **Rent Subsidy Payments**

The housing agency will begin making rent subsidy payments after the Disaster Rent Subsidy Contract is signed. The monthly rent subsidy is paid directly to the owner under the DRSC.

The housing agency may elect to directly deposit rent subsidy payments into your account or mail the rent subsidy payment to you on or about the first of every month as long as the following conditions are met:

- ❑ The unit meets Housing Quality Standards.
- ❑ The tenant remains eligible for DHAP assistance and resides in the unit.
- ❑ You are in compliance with the Disaster Rent Subsidy contract.
- ❑ No payments will be made after the Disaster Housing Assistance Program ends.

### **Families Not Transitioning to DHAP In-Place**

For all families that do not transition to DHAP in place (or any family that transitions to DHAP in-place, but subsequently moves with continued DHAP assistance from the unit under which they were receiving FEMA rental assistance), the monthly rent subsidy equals the lesser of:

1. The monthly rent specified in the lease; or
2. The greater of:
  - a. The applicable Fair Market Rent published for the area where the unit is located
  - b. The applicable payment standard for the PHA's Housing Choice Voucher program.

In no case may the monthly rent subsidy exceed the rent to owner under the lease. Family income is not considered in calculating the monthly rent subsidy.

## **Chapter 5 Incremental Rent Transition**

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The DHAP program requires participants to pay a portion of their monthly rent - starting at \$50 and increasing by \$50 each month thereafter, until the program permanently ends one year later. The rent subsidy paid to you will be reduced by the same amount each month. The housing agency representative will provide you and the participant with a more detailed explanation of this change before it goes into effect. The effective date for the IRT will be established accordingly to program guidelines and will be communicated during the owners briefing. For questions about the IRT, contact the housing agency.

**Chapter 5 Incremental Rent Transition**

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**Example:**

The table below illustrates the incremental rent transition in a case where the rent for the unit is \$800, and the tenant's portion of the rent is zero on IRT effective date.

	<b>Total Rent</b>	<b>Rent Subsidy</b>	<b>Tenant Portion</b>
2/1/09	\$800	\$800	\$0
3/1/09	\$800	\$750	\$50
4/1/09	\$800	\$700	\$100
5/1/09	\$800	\$650	\$150
6/1/09	\$800	\$600	\$200
7/1/09	\$800	\$550	\$250
8/1/09	\$800	\$500	\$300
9/1/09	\$800	\$450	\$350
10/1/09	\$800	\$400	\$400
11/1/09	\$800	\$350	\$450
12/1/09	\$800	\$300	\$500
1/1/10	\$800	\$250	\$550
2/1/10	\$800	\$200	\$600
<b>3/1/10</b> <b>(Program end date)</b>	\$800	\$0	\$800

## **Chapter 6 Obligations**

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### **Family Obligations**

Families who participate in the Disaster Housing Assistance Program are required by HUD to comply with certain family obligations. The housing agency has explained these family obligations to the family during the DHAP briefing.

### **Required Information**

The family must supply any information to the PHA that HUD requires for DHAP assistance. Any information supplied by the family must be true and complete.

### **Lease Violations**

The family may not commit any serious or repeated violation of the lease, such as failing to pay their share of the rent in accordance with the lease.

### **Use of Unit**

During the term of the lease, the family must reside in the DHAP unit.

### **Subleasing**

The family must not sublease, let, assign the lease or transfer the unit.

### **Ownership or Interest**

The family must not own or have any interest in the unit.

### **Moving**

The family must notify the housing agency before moving out of the unit or terminating the lease. If the family terminates the lease on notice to the owner, the family must give the PHA a copy of the notice of termination at the same time.

### **Inspections**

The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.

### **Corruption**

The members of the family must not commit fraud, bribery, or criminal act in connection with DHAP.

## **Chapter 6 Obligations**

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### **Crime**

The members of the family not engage in drug-related criminal activity or violent criminal activity. The housing agency has standards for terminating assistance based on such abuses. The family may not engage in other criminal activity which may threaten the health, safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity. The members of the family may not engage in other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administrative function or responsibility on behalf of the housing agency (including a housing agency employee or a housing agency contractor, subcontractor or agent). The members of the family may not threaten or engage in abusive or violent behavior toward the housing agency personnel.

### **Participation in Case Management Services**

The family is required to participate in case management services provided by the housing agency.

### **Additional HUD or FEMA Requirements**

The family must comply with any additional requirements specified by HUD or FEMA.

### **Owner and Housing Agency Communication**

Since many of these family obligations involve the owner, communication between the housing agency and the owner is vital to the success of the program. For example, if the owner intends to evict the family for serious or repeated violations of the lease, the owner's notice must be clear and complete so that the housing agency can determine whether a family obligation has been violated.

## **Chapter 6 Obligations**

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### **Owner Obligations to the Family**

#### **Nondiscrimination**

All rental property owners are subject to federal and local laws that prohibit discrimination in housing because a person has children or because of the person's sex, age, national origin, race, color, familial status, religion or disability.

Violations of fair housing and nondiscrimination laws will result in denial or termination of participation in the Disaster Housing Assistance Program and could result in civil penalties.

It is in your best interest as an owner to utilize the same methods of screening and selection for all renters and to keep complete documentation. At your request, the PHA will furnish you with additional information pertaining to fair housing requirements.

#### **Reasonable Modifications for Disabilities**

An owner cannot discriminate against a disabled family and should be aware of his or her obligation to make reasonable modifications to a rental unit for a disabled family at the family's expense. Such modifications are required in the private rental market by the Fair Housing Act.

Notify the PHA if you have, or know of an owner who has, units accessible to persons with disabilities.

## **Chapter 6 Obligations**

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### **Owner Obligations to the Housing Agency**

#### **Compliance with the Disaster Rent Subsidy Contract**

The owner is responsible for performing all of the owner's obligations under the Disaster Rent Subsidy Contract.

#### **Common Owner Violations**

##### **Failing to Maintain a Unit**

The owner is responsible for the normal maintenance and upkeep of a unit. Repairs for which the owner is responsible should be made in a timely manner.

##### **Accepting Payments for a Vacant Unit**

If a family moves in violation of its lease, the owner must notify the housing agency immediately.

##### **Demanding or Accepting Side Payments**

The housing agency determines the amount a family pays for rent. Any additional payments must be approved by the agency.

## Chapter 7 Terminations

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### Link between Contract and Lease

It is important that you understand the relationship between the Disaster Rent Subsidy Contract and the assisted lease and lease addendum.

The lease (including the lease addendum) is the legal agreement between the owner and the tenant. The housing agency is not a party to the lease.

The Disaster Rent Subsidy Contract is the agreement between the owner and the housing agency. The family is not a party to the Disaster Rent Subsidy Contract.

The lease becomes “assisted” when the Disaster Rent Subsidy Contract is executed with the housing agency. The housing agency cannot pay any rent subsidy payments until the Disaster Rent Subsidy Contract is executed. The assisted lease and the Disaster Rent Subsidy Contract run concurrently – when one ends, so does the other.

RTA



Must be completed  
and signed

LEASE



Must be filled out,  
but not signed

LEASE  
ADDENDUM



## **Chapter 7 Terminations**

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### **Contract Terminations**

#### **Breach of Contract**

Any of the following actions by the owner will be considered a breach of the Disaster Rent Subsidy Contract:

- ❑ Violating the terms of the Disaster Rent Subsidy Contract.
- ❑ Failing to fulfill any owner obligations under the Disaster Rent Subsidy Contract, including HQS requirements.

#### **Change of Ownership**

As a provision of the Disaster Rent Subsidy Contract, the owner may not assign the contract to a new owner without the prior written consent of the housing agency. Therefore you must notify the housing agency if you put the property on the market for sale. Your housing agency will provide you with a form to complete if the ownership or management of a property changes. Be prepared to provide the housing agency with all pertinent information requested to document the change.

#### **Termination of Tenancy by Family**

The family may terminate tenancy in accordance with the lease and lease addendum. The family must give the owner and the housing agency notice of termination of tenancy before moving from the unit.

#### **Vacancy Payments**

The Disaster Rent Subsidy Contract provides that if the family requests to terminate the tenancy and vacate the unit during the term of the lease (as opposed to the end of the lease term) in order to end the family's participation in DHAP to return home to their pre-disaster housing, the PHA may provide the owner with a vacancy payment of up to two months rent if the owner agrees to mutually terminate the lease. The vacancy payments may only be made if the owner and tenant mutually agree to terminate the lease.

## **Chapter 7 Terminations**

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### **Termination of Tenancy by Owner**

#### **Lease Violations**

You can terminate the tenancy for serious or repeated violations of the lease, including failure to pay rent or other amounts due under the lease.

#### **Criminal Activity**

You may terminate the tenancy if any household member engages in any criminal activity that threatens the safety or right to enjoyment of the premises by other residents or persons residing in the immediate vicinity of the premises, including drug-related or violent crime on or near the premises.

#### **Owner Notice to Terminate Tenancy**

You must give the tenant written notice of the grounds for termination of tenancy at or before the commencement of the eviction action. You must give the housing agency a copy of any owner eviction notice to the family.

#### **Termination of Program Assistance by Housing Agency**

If the housing agency terminates program assistance to a family, the Disaster Rent Subsidy Contract for the family terminates automatically. The housing agency will always provide the owner with advance written notice of termination of assistance. Rental assistance can be terminated if a family fails to fulfill its obligations under the program or if it seriously or repeatedly violates the lease.

## **Chapter 7 Terminations**

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### **Termination of the Disaster Rent Subsidy Contract**

The Disaster Rent Subsidy Contract terminates if:

The lease is terminated by the owner or the tenant.

The housing agency terminates the Disaster Rent Subsidy Contract.

The housing agency terminates assistance for the family for violating the family obligations under the program.

The family vacates the unit.

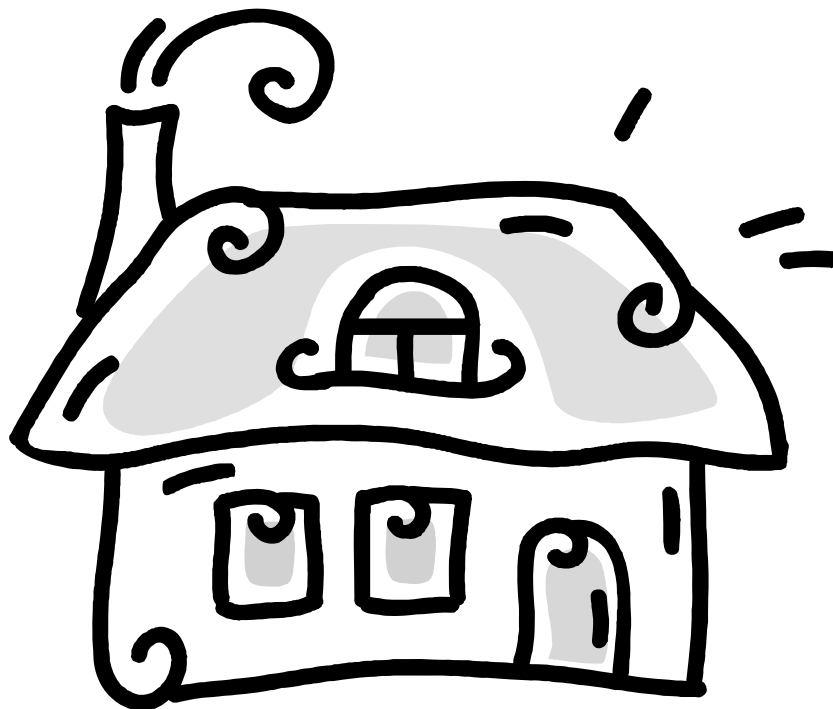
The Disaster Rent Subsidy Contract automatically terminates upon completion of the program, or at such time that the subsidy paid on behalf of the family equals zero.

## Chapter 8 Final Note

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Congratulations! By reading this far, you have wisely invested time in becoming familiar with the Disaster Housing Assistance Program. Should you decide to become a participating landlord by leasing to a DHAP family, you will be contributing to a program that is helping displaced families rebuild their lives and get on a path to self-sufficiency.

Information and cooperation are key ingredients to developing a rewarding relationship with the housing agency and family in leasing your rental unit. In addition to this handbook, the housing agency will supply other information about their local policies and answer questions you may have about the Disaster Housing Assistance.



## Chapter 9 Glossary of Disaster Housing Assistance Terms

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**CLC (Corporate Lodging**

**Consultants):** A contractor used by FEMA to administer Direct Assistance to families displaced by Hurricanes Katrina and Rita.

**DHAP (Disaster Housing Assistance**

**Program):** A temporary program administered by HUD on behalf of FEMA to provide rent subsidy to assist certain families displaced by Hurricane Katrina or Hurricane Rita.

**DRSC (Disaster Rent Subsidy**

**Contract):** A written agreement between a PHA and a housing owner for the purpose of providing rent subsidy payments to the owner on behalf of an eligible family. A DRSC contract defines the responsibilities of both the PHA and the owner.

**Disabled family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

**Disabled person:** See *person with disabilities*.

**Disaster Rent Subsidy Contract**

**(DRSC):** A written agreement between a housing agency and a housing owner for the purpose of providing rent subsidy to the owner on behalf of an eligible family. A Disaster Rent Subsidy Contract defines the responsibilities of both the housing agency and the owner.

**Displaced person:** A person who has been displaced by governmental action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief laws.

**Drug-related criminal**

**activity:** Drug trafficking or the illegal use or possession for personal use of a controlled substance as defined in section 102 of the Controlled Substances Act.

**Drug trafficking:** The illegal manufacture, sale, or distribution of a controlled substance or the possession of such a substance with intent to manufacture, sell, or distribute it.

**FEMA (Federal Emergency**

**Management Agency):** An agency of the US government tasked with disaster mitigation, preparedness, response and recovery planning.

**Fair market rent (FMR):** The amount that must be paid in a given area to rent existing, privately owned housing of a modest nature, with suitable amenities, and in decent, safe, and sanitary condition. FMRs are established by HUD. They vary by unit size as well as by housing market area and include the cost of all utilities except phone.

**Family share:** The portion of rent and utilities paid by a family.

**Housing Agency (HA):** Same as *Public Housing Agency (PHA)*.

**Housing Quality Standards (HQS):**

The HUD minimum quality standards for housing assisted under the Disaster Housing Assistance Program and other HUD programs.

## Chapter 9 Glossary of Disaster Housing Assistance Terms

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**HUD:** The Department of Housing and Urban Development or its designee.

**Landlord:** Either the legal owner of a property or the owner's designated representative or managing agent.

**Lease:** A written agreement between an owner and an eligible family for the leasing of a housing unit.

**Lease addendum:** A HUD-designed addition to an owner's lease that includes, word-for-word, all HUD-required language.

**Owner:** Any person or entity (including a principal or other interested party) with the legal right to lease or sublease a unit to a participant.

**Owner orientation or briefing:** A meeting with a PHA representative for the purpose of learning the rules and procedures for participating as an owner in the Disaster Housing Assistance Program.

**Participant:** A family that has been admitted to the program and is currently being assisted in the program.

**Person with disabilities:** A person who has a disability as defined in 42 U.S.C. 423 or 42 U.S.C. 6001. A person who has a physical or mental impairment expected to be of long and indefinite duration and whose ability to live independently is substantially impeded by that impairment but could be improved by more suitable housing conditions. The definition includes persons with AIDS or conditions arising from AIDS but excludes persons whose disability is based solely on drug or alcohol dependence.

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**Premises:** The building or complex in which a dwelling unit is located, including common areas and grounds

**Public Housing Agency (PHA):** Same as Housing Agency (HA). Any state, county, municipality, or other governmental entity or public body that is authorized to engage or assist in the development or operation of housing for low-income families. The PHA may contract out the administration of the program to a private entity.

**Reasonable modification:** The fair housing requirement that allows persons with disabilities to make adjustments to their rental units at their own expense.

**Reasonable rent:** A rent to owner that is not more than either: (1) the rent charged for comparable units in the private unassisted market or (2) the rent charged by the owner for a comparable unassisted unit in the building or on the premises

**Rent reasonableness:** See *reasonable rent*

**Rent subsidy:** The monthly amount payable to the owner by the PHA under the DRSC

**Rent to owner:** The monthly rent payable to the owner under the lease. Rent to owner includes payment for any services, maintenance, and utilities to be provided by the owner in accordance with the lease.

## Chapter 9 Glossary of Disaster Housing Assistance Terms

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**Request for Tenancy Approval (RTA):**

A housing agency form completed by an owner and family and used by the housing agency to determine whether a unit is eligible and a lease complies with program requirements.

**Security deposit:** A dollar amount that can be collected from a family by an owner and used for amounts owed under a lease according to state or local law.

**Subsidy standards:** Standards established by a housing agency to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Tenant:** The person who executes a lease as lessee of a dwelling unit

**Unit:** Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit.

**Violent criminal activity:** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**Voucher:** A document issued by a housing agency to a family determined eligible (by FEMA) for the Disaster Housing Assistance Program. The Voucher describes the program and the procedures for housing agency approval of a unit selected by the family.

## **Chapter 10 Forms**

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**The following forms are included in your toolkit**

- ❑ Welcome letter
- ❑ FAQ's for landlords
- ❑ Fact Sheet
- ❑ DHAP Timeline
- ❑ Tenant Information Form
- ❑ Owner Information Form
- ❑ Direct Deposit Form
- ❑ Vacancy Listing Form
- ❑ Lead-Based Paint Disclosure Form
- ❑ Tenancy Approval Form
- ❑ Authorization For Release Form
- ❑ Inspection Form
- ❑ Lease Form
- ❑ Lease Addendum Form
- ❑ W-9 Form
- ❑ Owner's Handbook