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P.O. Box 5327 • 5700 R Street • Lincoln, NE 68505

# *Landlord Information*

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## How the Program Works

Lincoln Housing Authority (LHA) takes applications from persons eligible for the program and places them on a waiting list. After a family is selected, the following sequence occurs:

1. LHA issues the eligible family a voucher and explains program rules and regulations to the family.
2. The family locates a rental unit.
3. The family and owner negotiate the rent and discuss the terms of the rental lease.
4. The family and owner complete a ***Request for Inspection and Unit Information (RIUI)*** and return the original copy to LHA.
5. The Inspections Department schedules an appointment with the owner or family for a to Housing Inspector to inspect the unit for compliance with Housing Quality Standards (HQS) and to determine if the rent requested by the owner is reasonable.
6. If the unit fails the inspection the owner must correct the defect(s). ***LHA cannot start rent payments until a unit has passed inspection and the tenant is living in the unit.***
7. After the LHA Housing Specialist receives a passed inspection report, LHA will request the owners lease and mail the Addendum to the Lease and the Housing Assistance Payment Contract to the owner for signatures. The owner will return the signed papers and a copy of a new lease meeting minimum HUD requirements promptly in order ***to begin receiving*** rent payments from LHA.
8. Each month, the tenant pays approximately 27% of their income toward rent to the owner. LHA sends the balance directly to the owner's or owner's agent's bank account.

## How to advertise rental properties through LHA.

LHA encourages owners to list their units on a website at [www.housing.ne.gov](http://www.housing.ne.gov). From the housing.ne.gov website, LHA will provide a paper copy of listings in our office according to bedroom size for Housing Choice Voucher participants. See attachment #5 for more directions.

To add or remove a property from the website go to [www.housing.ne.gov](http://www.housing.ne.gov) or call [socialserv.com](http://socialserv.com) staff at 1-877-428-8844 (toll free).

The following minimum information is required in the listing:

- \* Unit address
- \* Apartment Name and/or Management Company
- \* Type of unit: duplex, apartment, house and etc.
- \* Monthly rent amount
- \* Tenant-Paid utilities: gas heat, electric, trash, water and etc.
- \* How and who to contact
- \* Date available
- \* Remember to check  the area "Section 8 Property" under the General Information section so it will appear on all LHA rental listings.

## Screening Potential Tenants

### Does LHA screen tenants for owners or managers?

**NO.** LHA *does not* screen tenants for owners or managers.

Tenant screening and selection is the responsibility of the owner or manager. ***Owners need to screen potential tenants receiving rent assistance the same way they screen potential tenants without assistance.***

LHA's role is to determine a tenant is eligible for the rent assistance program ***only***. LHA does this by verifying the tenant's income and family composition to meet the program rules.

**Screening tenants can save money:** LHA will provide the owner with 1) the family's current address (as shown in our records) and 2) the name and address of the owner of the family's current or prior address (if known).

Several web sites have been recommended by participants of our Landlord Advisory Committee to assist with screening and monitoring tenants activity:

<http://lincoln.ne.gov/city/police/stats/chist.htm> – Lincoln Police Department Criminal History reports

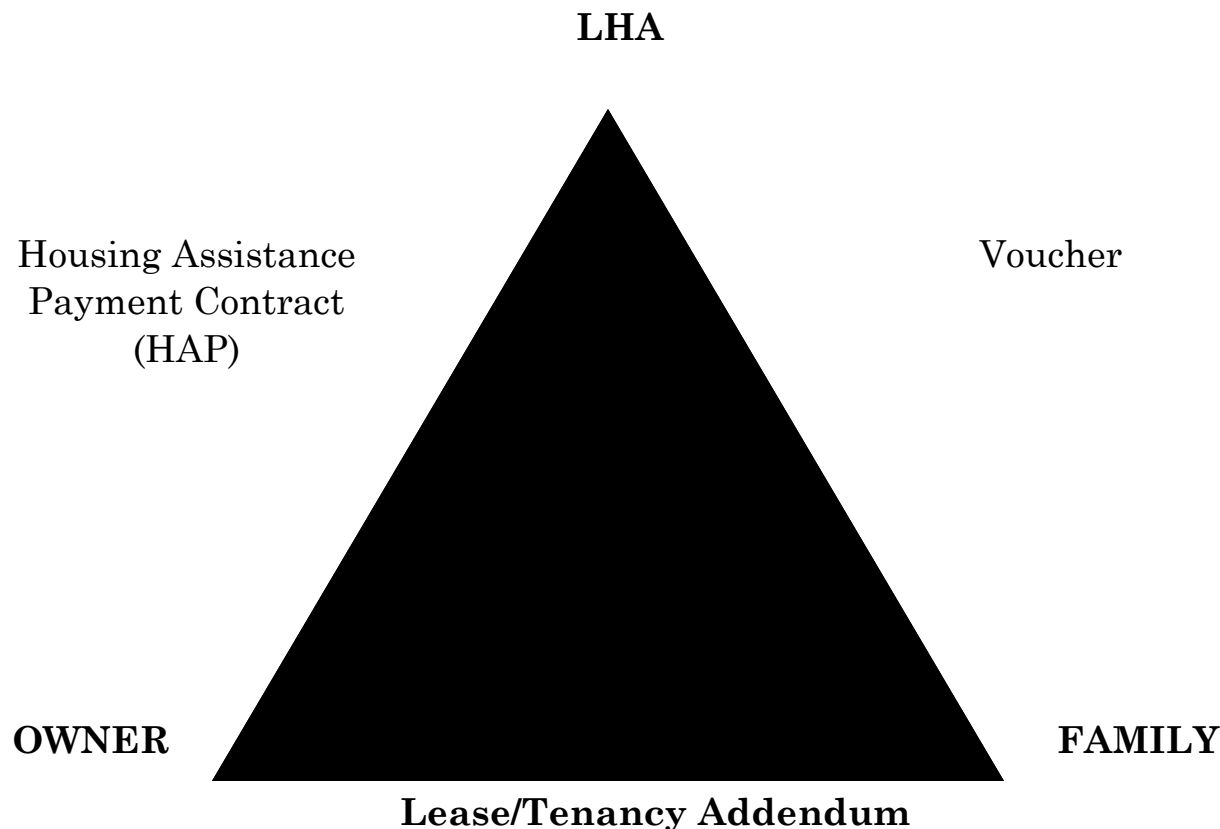
<http://www.nsp.state.ne.us/sor/index.cfm> – Nebraska sex offender registry

<http://www.lincoln.ne.gov/cnty/attorn/ccase.htm> – Court calendar

<http://www.tenantdata.com> – Tenant Data Services

<https://tenant.thepicompany.com> – Tenant PI

## The Lease



### What if an owner wants to use their own lease?

***The owner must use their own lease.*** The lease is a legal document between the owner and the tenant. The Lease Addendum provided by LHA amends the owner's lease to guarantee that all HUD program regulations are followed. An owner may not have two leases for the same tenant.

### What must be included in the lease?

The lease must contain the following items:

1. The name of the owner and names of all adult tenants. ***All tenants must have legal capacity to enter into a lease.***
2. The rent must be equal to or lower than the rent reasonable amount as determined by the Housing Inspector.
3. The address of rental unit including an apartment number if applicable.
4. The term of the lease must begin in the same month as and prior to the Housing Assistance Payment Contract. The term of the lease must be for 12 months. The term can not be for more than 12 months.  
Example: A lease that starts on 1-15-2010 must end 12-31-2010.
5. Renewal terms must be established specifying what happens after the initial 12 months.  
Example: The lease continues as a month-to-month or year-to-year renewable term.
6. The utilities and appliances (stove/refrigerator) that are supplied by the owner.
7. The utilities and appliances (stove/refrigerator) that are supplied by the tenant.
8. Signatures of both the owner and tenant.

## The Lease continued...

### Who enforces the lease?

The owner or the owner's agent enforces the lease. The lease is between the owner and the tenant.

### How does the owner enforce the lease?

It is important to know the [Landlord-Tenant Law](#). It is also important that owners read the [Lease Addendum](#) that LHA will attach to the owner's lease that is made with the tenant.

### Can an owner collect a security deposit?

Yes. An owner may collect up to one months contract rent for deposit in the Housing Choice Voucher program. ***The tenant must pay this deposit.*** Upon vacating the premises, if the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

### Can an owner charge late fees?

Yes. However, this provision must be included in the owner's lease and must be charged to all tenants, assisted and unassisted.

### Who pays for damages?

The lease is between the owner and the tenant so this decision is made between the owner and the tenant. It is a good idea to include a clause regarding damage payment terms in the lease as well as a list of charges that may be applied to tenant caused damaged. It is also important to screen potential tenants to avoid costly damages.

### Can additional members be added to the household and lease?

Yes. Additional members may be added with written approval from the owner and prior approval from LHA. Additional adults may have income which affects the rent portions. The owner has the right to screen additional adults in the same way the original tenants were screened. All additional members must meet the requirements of the original applicant. ***If the family breaks up the Housing Authority will determine which members of the family will continue to receive assistance.***

### How many times may a family move?

During the initial year of the assisted occupancy, a move is prohibited unless the owner and tenant agree upon a mutual termination date.

### When can rent be increased?

After the first year of the lease, the owner is required to give the tenant **60 days** notice for a rent increase. A copy of the notice must received by the Housing Authority. ***Under no circumstances can a rent increase be allowed if the increase exceeds the rent reasonable determination.*** *If your lease continues on a year to year basis, the owner must provide the tenant 60 day notice prior to the new lease term.*

### What if the tenant wants a pet?

The pet arrangement is between the tenant and the owner. The LHA is not involved in the arrangement.

## The Lease continued...

### How may the owner terminate the lease?

**The owner may only evict the tenant from the contract unit by instituting a court action. The owner must notify the Housing Authority in writing of the commencement of procedures for termination of tenancy, at the same time that the owner gives notice to the tenant under state or local law.** The notice to the Housing Authority may be given by furnishing the Housing Authority a copy of the notice given to the tenant.

During the term of the lease, the owner may not terminate the tenancy except on the following grounds by court action:

1. Serious or repeated violation of the terms and conditions of the lease.
2. Violation of federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the contract unit and the premises.
3. Criminal activity.
4. Other good cause. During the first year of the lease, the owner may not terminate the tenancy for "other good cause" unless it is because of something the family did or failed to do.

The tenant is not responsible for rent covered by the Housing Assistance Payment under the HAP Contract between the owner and the Housing Authority. The owner may not terminate the tenancy due to the Lincoln Housing Authority's abatement of the owner's Housing Assistance Payment.

## Contract

The Housing Assistance Payment (HAP) Contract is a legal agreement which defines the relationship between LHA and the owner in providing rent assistance. Payment to the owner does not begin until all paperwork is correct and signed and returned to LHA. LHA makes monthly rent payments directly to the bank account of the owner or the owner's agent.

After the unit passes inspection, LHA will send the owner the Housing Assistance Payment Contract (part B and part C) and the Tenancy (Lease) Addendum. The HAP Contract will need to be signed by the owner or agent. A copy of the Contract and Lease Addendum will be returned to the owner and a copy of the Lease Addendum will be returned to the tenant.

### LHA may deny approval to lease a unit from an owner:

1. If the owner has violated obligations under the Housing Choice Voucher HAP Contract.
2. When directed by HUD.
3. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
4. If the owner has a history of practice of non-compliance with the lease or Housing Quality Standards.
5. If the owner has not paid state or local real estate taxes, fines, or assessments.
6. If the owner has a history or practice of renting units that fail to meet state or local housing codes.
7. If the owner has engaged in drug trafficking.

## Housing Quality Standards (HQS)

Housing subsidized under the Housing Choice Voucher Program must be decent, safe, and sanitary. The United States Department of Housing and Urban Development (HUD) set forth Housing Quality Standards (HQS) which all units must meet before assistance can be paid on behalf of a family and throughout the HAP Contract period. HQS establishes the minimum criteria necessary for the health and safety of tenants. LHA ensures owner and tenant compliance to provide and maintain decent, safe, and sanitary housing through HQS housing inspections. Landlords can help themselves by being prepared for an inspection. The list on pages 7 through 11 is not an all inclusive list but it is an overview as to many of the items that are checked during an inspection. If a unit does not pass an initial inspection, repairs must be made and another inspection completed before a HAP Contract can be signed. If repairs are not made, the unit will not be eligible for the Housing Choice Voucher Program.

## Types of Inspections and Their Purpose

**Initial inspections** certify that new units added to the program meet HQS. It is acceptable but not desirable for the unit to be occupied by the tenant during this inspection. During an initial inspection the Inspector also determines reasonable rent. ***Rental units must pass inspection before HAP Contracts are signed and rent payments are issued.***

If HQS defects are identified during an initial inspection, the unit will be temporarily denied from the program and the owner will be notified by mail of the required corrective action needed for the unit to pass inspection. The defects should be repaired and reinspected with fifteen (15) days.

**Annual inspections** are conducted to determine if a unit continues to meet HQS. Any defects that are the owner's responsibility need to be corrected by the owner. Tenant defects need to be corrected by the tenant. After defects are corrected, reinspection of the unit must be scheduled. Owners and tenants will be notified by mail of any defects and allowed thirty (30) days or less to complete repairs. Repairs must be completed and reinspected by a stated deadline or the Housing Assistance Payment will be ***abated for each day the unit is not in HQS compliance beyond the stated deadline.***

Should an owner's HAP check be abated for non-compliance the owner will not receive payment for the days the unit did not comply with HQS and the **owner may not collect the unpaid HAP amount from the tenant. If corrective action is not complete, the HAP Contract will terminate the last day of the month in which the stated deadline falls.**

***The owner must notify the Housing Authority when the defects are completed and schedule the recheck inspection.***

***The tenant is not responsible for rechecks on owner defects.***

**Special inspections** are performed as a result of a complaint from family, an owner, a community organization, or other sources. LHA may also initiate a special inspection at any time if it is perceived the unit is not in compliance with HQS. Tenants requesting a special inspection are required to first notify the owner in writing of complaints and allow a reasonable time for the owner to respond. A lack of owner response to the complaint will prompt a special inspection. Results of special inspections will be followed up using the same procedure as outlined for an annual inspection.

**YOUR ENDORSEMENT OF THE RENT CHECK CERTIFIES THAT THE UNIT IS SAFE, DECENT, AND SANITARY AND THAT THE LISTED TENANT FAMILY STILL OCCUPIES THE UNIT.**

## Housing Quality Standards

The following information highlights the Housing Quality Standards that are required for a unit to pass an inspection in 15 major areas of a house or apartment

- |                          |  |
|--------------------------|--|
| 1. Living Room           | 9. Ceilings, Walls and Floors                          |
| 2. Kitchen               | 10. Windows and Doors                                  |
| 3. Bathroom              | 11. Stairs, Rails, and Porches                         |
| 4. Bedroom or other room | 12. Interior Stairs, Common Halls, Elevators and Exits |
| 5. Electrical            | 13. Garbage, Infestation, Mold, and Air Pollution      |
| 6. Heating and Plumbing  | 14. Building Exterior                                  |
| 7. Lead-Based Paint      | 15. Site and Neighborhood Conditions                   |
| 8. Smoke Detectors       |  |

### Living Room

- \* Every unit must have at least one habitable room that is not a kitchen or bathroom
- \* At least one window and must be openable if designed to open
- \* At least two electrical outlets or one outlet and one permanently installed ceiling or wall light fixture

### Kitchen

- \* Every unit must have a kitchen for the preparation and storage of food
- \* At least one electrical outlet and one permanently installed ceiling or wall light fixture
- \* Must have a stove or range with working burners and an oven
- \* All stove or range and oven knobs must be present and legible
- \* Must have a working refrigerator
- \* Must have a sink with hot and cold running water that drains properly

### Bathroom

- \* At least one permanently installed ceiling or wall light fixture
- \* Must have a working toilet
- \* Must have a secure and permanently installed sink with hot and cold running water that drains properly
- \* Must have a working tub or shower with hot and cold running water that drains properly
- \* At least one openable window or a working exhaust vent system that vents to the outside
- \* Must be free from broken bathroom fixtures with sharp edges
- \* Must be free from serious health and sanitation problems including clogged toilets, water leaks, or sewer gas

### Bedroom

- \* At least two electrical outlets or one electrical outlet and one permanently installed ceiling or wall light fixture
- \* At least one window and must be openable if designed to open
- \* At least 70 square feet for one person and 100 square feet for two people
- \* Living room can be a sleeping room as long as it contains at least one window and two electrical outlets or one outlet and one permanently installed ceiling or wall light fixture

## Housing Quality Standards continued...

### Electrical

- \* No signs of electrical hazards including broken, frayed or non insulated wiring, loose or improper wire connections to outlets
- \* No light fixtures hanging from electric wiring with no other firm support
- \* No overloaded circuits or exposed fuse box connections
- \* Cover plates are required on light switches and electrical outlets and must not be cracked or broken
- \* Electrical outlets must not be cracked
- \* Electrical outlets are required to be permanently installed
- \* At initial inspection, light globes are required on light fixtures including outside lights. At annual inspections, globes may be removed as long as there are no exposed wires or other safety hazards
- \* Light bulbs are required in all sockets of all light fixtures including outside lights
- \* No electric cords under rugs or other floor coverings
- \* Ground Fault Interrupt (GFI also called Ground Fault Circuit Interrupt GFCI) electrical outlets the must test and reset properly

### Heating and Plumbing

- \* Heating equipment is capable of providing adequate heat to all rooms used for living
- \* Unit is free from unvented fuel burning space heaters or other types of unsafe heating conditions including fire hazards and escaping exhaust gases into the living areas
- \* Unit is free from combustible material around the furnace and water heater
- \* Water heater discharge pipe is 6 - 24 inches from the floor and the diameter must not be reduced
- \* Unit must have piped hot and cold running water
- \* Faucets must work properly with the hot water on the left and cold water on the right
- \* Sinks must have a gas trap and water must drain properly

### Smoke Detectors

- \* Smoke detectors must be installed in accordance with and meet the requirements of National Fire Protection Association Standard (NFPA) 74 or its successors
- \* DO NOT install smoke detectors in kitchens, garages or other spaces where the temperature can fall below 32 degrees F or exceed 100 degrees F
- \* DO NOT locate smoke detectors closer than 3 feet from a door to a kitchen, bathroom with a tub or shower, or supply registers of a forced air heating or cooling system
- \* Smoke detectors must be on each level of the unit including basements
- \* If installed to protect a basement, the smoke detector must be on the ceiling at the bottom of the stairway leading to the floor above.
- \* If the unit is occupied by a hearing impaired individual, a smoke detector must be installed in the bedroom and have a visible signal.
- \* If the unit was built after June 1, 2002, a smoke detector must be in every sleeping room.
- \* For rooms with flat ceilings and walls smoke detectors should be mounted on the ceiling at least 4 inches from a wall.
- \* If installed in an area with an open-joisted ceiling, the smoke detector must be installed on the bottom of the joist

**[See Smoke Detector Installation for more information.](#)**

## Housing Quality Standards continued...

### Ceilings, Walls, and Floors

- \* Ceilings and walls must be structurally sound and free from hazardous defects including large cracks or holes that allow drafts to enter the unit, severe bulging, buckling or leaning, falling surface materials, loose sections of plaster in danger of falling, or visible signs of water damage as a result of a leaking roof or exterior
- \* Ceilings, walls, and floors must be structurally sound
- \* Ceilings must not be missing parts such as ceiling tiles
- \* All interior ceilings and walls must be painted
- \* Floors must not have large cracks or holes, missing or damaged parts such as floor boards, major movement under walking stress, or damaged floor coverings such as carpet or vinyl that could cause someone to trip
- \* Ceilings, walls, and floors must be free from protruding nails or other sharp objects
- \* Carpets will fail if it appears to have urine or fecal matter or other obvious safety hazards

### Doors and Windows

- \* Doors must open, close, and latch properly
- \* Interior doors must not have exterior keyed entry locking doorknobs or deadbolt locks
- \* Doors, including bi-fold closet doors, must be secure and pose no hazard of falling
- \* Windows and doors are required to have locks if they are accessible from the outside including windows that can be reached from the outside from ground level, a fire escape, porch or other outside place that can be reached from the ground
- \* All windows which were designed to open and close must maintain this function unless reasonable documentation is provided to prove the window can no longer serve the function of opening and closing, it is neither repairable nor reasonable to replace. In these situations, the room must have adequate egress and the window which can be used safely as a fire exit must be clearly marked
- \* Openable windows and doors are operable and not blocked, nailed shut, or in any other condition that would prevent exit
- \* At initial inspection screens are required on all openable windows and must be in good condition with out tears or holes
- \* Windows may not have any missing, broken or dangerously loose or cracked panes
- \* Windows must be reasonably weather tight to prevent serious drafts from entering the unit

## Housing Quality Standards continued...

### Stairs, Rails, and Porches

- \* Must be structurally sound and free from tripping and falling hazards
- \* Must be free from protruding nails
- \* Stairs have no loose, broken, rotting, missing steps or boards
- \* Stairs must not have ripped, torn or frayed stair coverings
- \* Stairs, both interior and exterior, must have a secure handrail when there are 4 or more consecutive steps
- \* Porches, decks, and balconies 30 inches or more above ground must have secure handrails
- \* Rails must not have large number of missing sections of balusters
- \* These requirements also include steps leading to the unit which are not physically attached to the building

### Interior Stairs, Common Halls, Elevators, and Exits

- \* Must pass all the requirements of STAIRS, RAILS AND PORCHES
- \* Must be free from accumulation of objects, garbage or other debris
- \* Must have adequate lighting such that all treads and risers are illuminated
- \* Carpets or rubber mats must not be ripped, torn or frayed
- \* Elevators have a current inspection certificate and are operating safely
- \* Must have an acceptable alternate fire exit from the building that is not blocked or un-useable do to debris, storage, broken locks, or doors and windows that are nailed shut
- \* Acceptable exits may include:
  - \* An openable window if the unit is on the first or second floor or is easily accessible to the ground
  - \* A back door opening onto a porch with a stairway leading to the ground
  - \* Fire escape, fire ladder or fire stairs
- \* Unit is accessible with out having to go through another unit

### Garbage, Infestation, Mold, and Air Pollution

- \* Unit interior, exterior, and site must be free of trash, garbage and debris including branches, boards and other building materials, tires, sofas and other discarded furniture, abandoned or junk motor vehicles, and motor vehicle parts
- \* Unit has adequate covered facilities for temporary storage and disposal of garbage which may include trash cans with covers, garbage chutes and dumpsters
- \* Unit is free from infestation by rats, mice, insects and other vermin such as roaches
- \* Unit is free of mold and mildew
- \* Unit is free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, smoke or other harmful gases or noxious pollutants

### Lead-Based Paint

- \* All interior and exterior surfaces must be free from cracking, scaling, peeling, chipping and loose paint if tenants include children under the age of six and the unit was built before 1978
- \* Includes walls, stairs, decks, porches, railings, common areas, windows and doors

[See Lead-based Paint for more information.](#)

## Housing Quality Standards continued...

### Building Exterior

- \* Foundation must properly support the building and keep ground water out of the basement under normal rainfall conditions
- \* Foundation is structurally sound and free from hazards including
  - \* Evidence of major settling
  - \* Large cracks or holes
  - \* Severe leaning
  - \* Large sections of crumbling brick, stone, or concrete
  - \* Undermining of footings, walls
  - \* Major deterioration of wood support members due to water damage or termites
- \* Roof is weather tight, structurally sound, and free from hazards including
  - \* Serious buckling or sagging
  - \* Large holes
  - \* Large patches of missing shingles
  - \* Other defects that would allow significant air or water infiltration
- \* Gutters and downspouts are secure, free from hazards, and channel water away from the exterior walls and foundation so that there is no water damage to the building
- \* Exterior surfaces are weather tight, structurally sound, and free from hazards including
  - \* Buckling, bowing, or leaning
  - \* Large cracks
  - \* Falling or missing pieces of masonry
  - \* Deterioration that would allow significant air or water infiltration
- \* Chimney safely carries smoke, fumes, and gassed from the unit to the outside, is structurally sound, and free from hazards including
  - \* Serious leaning
  - \* Missing many bricks and mortar
  - \* Metal chimney parts fit tightly and are properly attached to the building

### Site and Neighborhood Conditions

- \* Site and immediate neighborhood are free from conditions which would seriously and continuously endanger the health or safety of the residents including
- \* Other buildings on, or near the property, that pose serious hazards like a dilapidated shed or garage with potential for structural collapse
- \* Evidence of flooding or major drainage problems
- \* Proximity to open sewage
- \* Fire hazards
- \* Abnormal air pollution or smoke
- \* Continuous or excessive vibration of vehicular traffic

## Lead-based Paint Units Built Before 1978

The Environmental Protection Agency and the Department of Housing and Urban Development have implemented steps to ensure the public receives adequate information and protection to prevent lead poisoning in homes that may contain lead-based paint hazards.

Effective, December 6, 1996, landlords, their agents and sellers are responsible for providing specific information to buyers and renters on lead-based paint in housing as well as a federal pamphlet with practical, low cost tips on identifying and controlling lead-based paint hazards.

### What is required?

Before approval of a contract for housing sale or lease, sellers and owners must:

1. Disclose known lead-based paint and lead-based paint hazards and provide available reports to buyers and tenants. Lincoln Housing Authority provides the owner a Request for Inspection and Unit Information form which includes a lead-based paint disclosure form. This form is provided to owners and tenants for signatures.
2. Give buyers and tenants the pamphlet developed by the EPA and HUD titled, "**Protect Your Family From Lead In Your Home**".
3. Sales and leasing agreements must include certain notifications and disclosure language.
4. Sellers, lessors and real estate agents share responsibility for ensuring compliance.

Owners are required to maintain their units including common areas from any cracking, chipping, chalking, or damaged paint. The units including common areas will be free of any paint dust, chips or other paint debris.

### Deteriorated paint or paint debris identified – What are the steps?

If during a visual inspection, a pre-1978 unit that is occupied or will be occupied by a child under six (6) years of age, has deteriorated paint, visible dust, paint chips or paint debris, the unit will not pass inspection. The deteriorated paint and/or paint debris is a Housing Quality Standard (HQS) violation.

1. The deteriorated paint and/or debris must be stabilized.

#### Paint Stabilization:

- \* Repair of any physical defect in the substrate of a painted surface or building component. Defective substrate conditions may include dry-rot, moisture-related defects, crumbling plaster, missing siding or other components not securely fastened.
  - \* Under safe work practices removal of all loose paint and other loose material from the surface being treated.
  - \* Application of new protective coat of paint to the stabilized surface.
2. After the paint is stabilized, the owner will need to provide LHA a certificate of clearance to meet HQS requirements in order to pass the unit for inspection.

## Lead-Based Paint Units Built Before 1978 continued...

### Lead-based Paint Clearance:

Clearance is an examination conducted to ensure the site and unit are safe for occupancy. The examination includes visual assessment and dust wipe testing. Clearance examinations must be performed by persons who have EPA or state-approved training and are licensed or certified to perform clearance examinations. The clearance examiner will provide the owner with a clearance certificate once the site and unit are tested and identified safe to occupy.

The following firms have notified LHA that they perform lead-based paint clearance testing in Lincoln, Nebraska:

Alloy Specialty  
(402) 571-8833  
5850 Wenninghoff Road  
Omaha, NE 68134

ATC Associates  
(402) 697-9747  
11117 Mocking Bird Drive  
Omaha, NE 68137  
[www.atcassociates.com](http://www.atcassociates.com)

Inspection Associates  
(402) 423-8444  
808 P Street Suite 209B  
Lincoln, NE 68508  
[www.inspectionassociatesinc.com](http://www.inspectionassociatesinc.com)

Inspection Experts Inc.  
(402) 802-9983  
808 P Street Suite 318  
Lincoln, NE 68508  
[www.smallbizstudio.com/nebraska/home](http://www.smallbizstudio.com/nebraska/home)

Other Certified Firms to Perform Lead-based Paint Projects in Nebraska may be found at [www.hhs.state.ne.us/puh/enh/leadpaint/CertifiedLeadFirms.htm](http://www.hhs.state.ne.us/puh/enh/leadpaint/CertifiedLeadFirms.htm).

### Environmental Intervention Blood Lead Level (EIBLL)

If Lincoln Housing Authority receives a verifiable report from that a child under the age of six (6) years of age has an Environmental Intervention Blood Lead Level (EIBLL) then LHA will contact the Lincoln-Lancaster Health Department.

#### Steps if EIBLL is found in a child under six (6) years old:

1. The public health department is notified and they will complete a risk assessment within fifteen (15) days.  
Risk Assessments are on site investigations to determine the existence, nature, severity and location of lead-based paint hazards.
2. The owner will notify the tenants of the results from the risk assessment within fifteen (15) days of receiving the report.
3. As identified by the risk assessment the owner will complete lead-base paint hazard reduction activities within 30 days. The owner must notify the tenants within fifteen days of the completion of the hazard reduction activities.
4. LHA will consider the owner has complied with the lead reduction activities as prescribed by the risk assessor when the public health department certifies the hazard reduction is complete and a certificate of clearance is provided to LHA.

## Lead-based Paint Units Built Before 1978 continued...

### Summary of Owner Lead-based Paint Responsibilities:

1. Disclose known lead-base paint hazards to all potential tenants prior to the execution of a lease and attach a disclosure form to the lease;
2. The owner must provide all prospective families with a copy of “Protect Your Family From Lead In Your Home” pamphlet or an EPA approved alternative;
3. Perform paint stabilization using safe work practices according to HUD guidelines;
4. Notify tenants about the conduct of lead hazard reduction activities and clearance when required;
5. Conduct lead hazard reduction activities when required by LHA;
6. Obtain clearance certification at owner expense;
7. Perform ongoing maintenance.

**Ongoing Maintenance** is a visual assessment by the owner for deteriorated paint and failure of any hazard reduction measure at each tenant change and every 12 months of continued occupancy. **A written notice** must be provided by the owner to each assisted family asking occupants to report deteriorated paint. The notice must include the name, address and phone number of the person responsible for accepting the occupant’s complaint.

### Exemptions To Lead Housing Rules:

1. Residential property for which construction was completed on or after January 1, 1978;
2. A zero-bedroom dwelling including a single room dwelling occupancy (SRO);
3. Housing for the elderly or residential property designated exclusively for persons with disabilities as long as no child is living or expected to live in the unit; or
4. Residential property found not to have lead-based paint by a certified lead-based paint inspection and a copy of the results of a certified test are provided to LHA. Additional tests by a certified lead-based paint inspector may be used to refute or confirm the prior finding.

### For More Information:

For a copy of “Protect Your Family From Lead In Your Home” sample disclosure forms or rule, call the National Lead Information Center at 800-424-LEAD (424-5325). The pamphlet may be reproduced for distribution if the text and graphics are reproduced in full.

[www.hhs.state.ne.us/puh/enh/leadpaint/leadindex.htm](http://www.hhs.state.ne.us/puh/enh/leadpaint/leadindex.htm) – Nebraska Dept. of Health & Human Services  
[www.hud.gov/offices/lead/healthyhomes/lead.cfm](http://www.hud.gov/offices/lead/healthyhomes/lead.cfm) – About Lead-Based Paint U.S. Dept. of HUD

## Rent

### How much rent can an owner charge?

The rent charged by the owner must be at market value. Market value is the amount of rent that would be charged if a unit is rented to a tenant without federal assistance. Market value is determined by an LHA Inspector through an appraisal process called rent reasonableness.

### Rent Reasonableness

LHA uses the following criteria to determine the market value of rent:

1. Base Rent based on year built, number of bedrooms, and type of unit (apt, duplex or house)
2. Amenities can add or deduct to the value of the base rent
 

<ul style="list-style-type: none"> <li>* Location</li> <li>* Dishwasher, Disposal, Microwave</li> <li>* Drapes/Blinds</li> <li>* Washer/Dryer</li> <li>* Deck, Patio, Porch</li> <li>* Fireplace/Fitness</li> <li>* Fence</li> <li>* Size</li> </ul>	<ul style="list-style-type: none"> <li>* Cable</li> <li>* Common area</li> <li>* Add'l bedroom</li> <li>* Paint</li> <li>* Parking</li> <li>* Bathrooms</li> <li>* Storage, shed, garage</li> <li>* Ceiling fans</li> </ul>	<ul style="list-style-type: none"> <li>* Security</li> <li>* Owner paid utilities</li> <li>* Range/ Refrigerator</li> <li>* Cleanliness</li> <li>* Basement</li> <li>* AC</li> <li>* Condition of Unit</li> <li>* Level of apartment</li> </ul>
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3. Information about three units that are comparable to the unit chosen by the Housing Choice Voucher tenant.

When LHA receives a Request for Inspection and Unit Information (RIUI), the dollar amount of the proposed rent is reviewed to determine that:

1. the rent does not exceed rents charged by the owner for comparable unassisted units; and
2. the rent is reasonable in relation to rents charged by other owners for comparable units.

For apartments and duplexes: An owner may present LHA with a *current* lease of an unassisted unit that is the same as one chosen by the Housing Choice Voucher tenant to show the rent being charged is at market value.

### Can a tenant pay the difference if the rent exceeds the Payment Standard?

**Yes**, only if the contract rent meets the rent reasonableness test determined by the LHA Inspector. LHA will always notify the owner and the tenant in writing of the tenant's portion of rent. The tenant should never pay more for rent than on the written notices and the owner can not ask for more rent than on the written notices.

Example: Contract rent asked for by the owner is \$700 for a 2 bedroom unit. The LHA Inspector has determined the rent reasonableness to be \$650. The tenant will pay 27% of their income towards rent plus anything over the \$644 Payment Standard. The Housing Authority will use \$106 for utilities which will be added to the contract rent (\$650 + \$106 = \$756). The tenant in this scenario can pay the difference (\$756 - \$644 = \$112). Total tenant payment would be \$112 plus 27% of the tenant's income because the value of the unit exceeds the Payment Standard of \$644 and the unit meets the rent reasonable test.

**No**, if the contract rent asked for by the owner does not meet the rent reasonableness test as determined by the LHA Inspector.

Example: Contract rent asked for by the owner is \$700 for a 2 bedroom unit. The LHA Inspector determines the value of the unit at \$650. The tenant **CAN NOT** pay the difference of the \$50 between the contract rent and the rent reasonable test.

## Rent continued...

Housing Choice Voucher participants are encouraged to find units with rent and utilities close to the LHA target rent as determined by their voucher size. This keeps the tenant's rent portion affordable and means their rent and utility costs will be close to 27% - 30% of their income.

### Target Rent– Effective February 1, 2010

	Target Rent
SRO	\$306.00
0BR	\$409.00
1BR	\$441.00
2BR	\$538.00
3BR	\$758.00
4BR	\$904.00
5BR	\$1037.00
6BR	\$1173.00

### MTW Utility Allowances– Effective February 1, 2010

SRO	\$32.00
0BR	\$42.00
1BR	\$65.00
2BR	\$106.00
3BR	\$146.00
4BR	\$191.00
5BR	\$222.00
6BR	\$250.00

[See also Section 8 Existing Utility Allowances – Effective February 1, 2010](#)

## Payments

### Direct Deposit

In an effort to provide monthly payments in a timely manner and to prevent fraudulent activity, effective January 1, 2010, **it is mandatory** that all Housing Assistance Payments be made via **direct deposit**.

### When does the owner get paid?

Payments for rent are made after LHA and the owner sign a contract. LHA issues direct deposit checks approximately four (4) times a month.

### The payment begins when the following four (5) steps are completed:

1. The unit passes inspection.
2. The tenant occupies the unit.
3. The Housing Specialist mails a HAP Contract to the owner.
4. The owner provides LHA with a lease signed by the owner and tenant with **all the required information**
5. The owner signs the HAP Contract.

*LHA requests contracts and leases be provided by the owner within 10 days of notification.*

Any contract signed later than 60 days of the start date is voided.

### What portion of the rent does the tenant pay?

The tenant pays typically 27% of their income towards their portion of rent but there is an allowance for utilities based on the Utility Schedule. If the tenant's unit is over the LHA "Target Rent", the tenant will be responsible for **more** than 27% of their income towards rent. LHA will notify the owner and the tenant of their portion of rent prior to the signing of the HAP contract.

### How often does the tenant's portion of rent change?

Typically the tenant's rent changes only once a year after their annual re-examination. The tenant's portion of rent will be changed when:

- The household members change
- Income decreases
- Expenses (deductions) increase
- At annual re-examination.

### Can the owner change the contract rent?

After the initial 12 month lease term the contract rent can be changed after the tenant and LHA are provided with a 60 day notice of the rent increase and LHA has approved that the new rent amount meets the rent reasonableness test.

**Note:** Year to year leases require a 60 day notice to the tenant and LHA prior to the end of the lease term.

### Can the owner change the tenant's portion of rent?

No, the owner can not increase the tenant's portion of rent. It will always be determined by LHA.

## Payments continued...

### How does an owner/manager handle extra payments or agreements?

All extra payment agreements must be submitted in writing for prior approval by LHA. If the tenant wants to rent a detached garage and it is not included in the rent, this is an extra payment. If this procedure is not followed, the payment will be treated as an illegal side-payment and you may be required to reimburse the tenant for any rent overpayments. ***Owners may not collect additional payments for a unit, amenities, or enter into side agreements to pay for items covered under the lease contract.*** LHA may report program abuse either to the appropriate office of the Regional Inspector General for investigation or to local or state prosecutors.

### W-9

The Internal Revenue Service (IRS) requires that property owners provide LHA with their ***Taxpayer Identification Number or Social Security Number (W-9 form)*** and a signed certification of accuracy. Owners must complete the W-9 form provided and submit it with HAP Contracts. LHA cannot process contracts for payment without a completed form. At the end of each year, LHA completes a 1099 and submits it to the IRS with a copy to each owner.

### Ownership and address changes

To ensure continuity in rent payments, owners must notify LHA of changes in the ownership of property for which they are receiving a Housing Assistance Payment. The current owner must sign a contract assignment form transferring the rights and obligation of the HAP Contract to the new owner.

***LHA must always receive a signed WRITTEN notice of an owner's change of mailing address or a change in management company. Owners may use the [Owner Change of Address form](#).***

### When Housing Assistance Payments may STOP!

**Abatement** means that the owner will not receive payment from the Housing Authority for the days that the unit was not in compliance with Housing Quality Standards (HQS). The Housing Authority requires ***five (5) working days*** advance notice to schedule the recheck inspection. ***Remember, the tenant is not responsible for the Housing Authority's portion of rent during the abatement period.***

**HAP Contract will terminate automatically under the following situations:**

1. **A new lease is signed.**
2. Changes in the terms of the lease for example: Current lease states 11-01-09 to 10-31-10. A new lease is signed the next year without notification to LHA with new dates of 11-01-10 to 10-31-11.
3. Tenant moves to a different unit even within the same apartment complex without notifying LHA.
4. Tenant no longer resides in the unit even if personal possessions are left in the unit.
5. Changes of who is responsible for utilities or appliances.
6. If the unit does not meet HQS requirements.

Payments stop when the Contract terminates. If Housing Assistance Payments are made in error after the HAP Contract terminates then LHA may recoup the erroneous payments made to the owner.

**Owners should notify LHA 60 days prior to entering into a new lease with the tenant after the initial 12 month lease is completed to allow time for LHA to inspect the unit, determine rent reasonableness, obtain a copy of the lease, and sign new contracts.**

## Family Obligations

The following is an example of family obligations. Failure by the tenant to adhere to the family obligations could result in termination of housing assistance.

1. Failure to pay any utilities that the owner is not required to pay for under the lease but which are to be paid by the tenant.
2. Failure to provide and maintain any appliances that the owner is not required to provide but which are to be provided by the tenant.
3. Damages to the dwelling unit or premises beyond ordinary wear and tear caused by any member of the household or guest.
4. Participate in illegal drug activity, violent criminal activity, or if any member of the family is a person whose pattern of abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
5. Individuals living in the unit other than those listed on the lease.
6. Breach of an agreement with the Housing Authority to pay amounts owed to the Housing Authority.
7. Failure to complete the annual review of income and inspection.
8. Failure to notify the Housing Authority before vacating the unit.

## Owner's Rights and Responsibilities

The owner is responsible for:

1. Performing all management and rental functions for the assisted unit and deciding if the family is suitable for tenancy of the unit.
2. Maintaining the unit in accordance with Housing Quality Standards (HQS).
3. Complying with equal opportunity requirements.
4. Preparing and furnishing to the Housing Authority information required under the HAP Contract.
5. Collecting any security deposit from the family.
6. Collecting the portion of the rent that the tenant owes to the owner that is not covered by the Housing Assistance Payment.

## Owner/Tenant Disputes & Mediation

### What can an owner do about problem tenants?

Owners should maintain a consistent policy when handling problems or disputes with the tenants. LHA strongly recommends that owners send written warnings or confirmation letters to tenants and keep copies for their files. Owners should send a copies of warnings to LHA. These letters can be entered as evidence in court hearings and utilized in informal hearings. Remember, under state law, an owner must give the tenant a reasonable chance to correct possible lease violations before starting eviction proceedings.

### Does the Lincoln Housing Authority mediate Owner/Tenant disputes?

LHA encourages owners and tenants to work out their disputes between themselves. However, mediation services are available through Lincoln Action Program (402) 471-4515, Legal Aid of Nebraska (402) 435-2161, and the Nebraska Bar Association (402) 475-7091.

## Eviction

The owner may only evict the tenant from the contract unit by instituting a court action. The owner must notify the Housing Authority in writing of the commencement of procedures for termination of tenancy at the same time that the owner gives notice to the tenant under state or local law. The notice to the Housing Authority may be given by furnishing the Housing Authority a copy of the notice that was given to the tenant.

### Grounds for Eviction

1. Serious or repeated violations of the terms and conditions of the lease.
2. Violation of federal, state, local law, or negligence of the tenant family.

### Notice of Intent

If an owner intends to evict a tenant for non-payment of rent, the owner must send a notice to the tenant and a copy to LHA.

If a tenant fails to comply with terms and conditions other than the payment of rent, they **must** be given a 14/30 day notice. The notice **must** list the violations and corrective action within fourteen (14) days or the lease will end in not less than thirty (30) days. Should the tenant correct lease violations within fourteen (14) days, the notice **must** also state that violation of the lease in the same regard within the next six (6) months of the date of the original corrective action necessary will cause the lease to be terminated in fourteen (14) days and the tenant will have no opportunity to make remedy. If the tenant is evicted, LHA must be notified in writing when the tenant is out of the unit.

***If you need eviction advice, please contact an attorney.  
LHA is not qualified to give legal advice.***

The Lincoln Housing Authority is not an advocate for either the tenant or owner. Any legal action such as an eviction must be brought by the owner against the tenant. The Lincoln Housing Authority is not involved in any such action.



Lincoln Housing Authority  
5700 "R" Street, Lincoln, Nebraska 68505  
(402) 434-5500 Fax (402) 434-5502 TDD (402) 545-1833 Ext. 875  
Email address: [info@L-housing.com](mailto:info@L-housing.com)  
Website: [www.L-housing.com](http://www.L-housing.com)

## Attachments

Attachment 1	Certification of Domestic Violence
Attachment 2	Direct Deposit Authorization
Attachment 3	Housing Assistance Payments Contract, Part B & C
Attachment 4	Housing Quality Standards Inspection Checklist
Attachment 5	Instructions on how to list rentals online
Attachment 6	Landlord – Tenant Law
Attachment 7	Landlord Resources
Attachment 8	Lead-based Paint Owner’s Certification
Attachment 9	Mutual Termination
Attachment 10	Owner Change of Address
Attachment 11	Protect Your Family from Lead in Your Home
Attachment 12	Request for Inspection and Unit Information
Attachment 13	Section 8 Existing Utility Allowances
Attachment 14	Smoke Detector Installation Requirements
Attachment 15	Tenancy (Lease) Addendum
Attachment 16	Typical Egress Window and Well Detail
Attachment 17	The City of Lincoln Junk Car Ordinance
Attachment 18	Violence Against Women Act
Attachment 19	W-9

## Landlord Resources

### Building & Housing Codes

<http://lincoln.ne.gov/city/build/comercl/codes.htm>

<http://lincoln.ne.gov/city/build/forms/LandT.pdf>

Construction & Housing Codes in the City of Lincoln

A Guide To Landlord and Tenant Responsibilities

### The City of Lincoln and Lancaster County

<http://lincoln.ne.gov/>

### Free Rental Advertising Service

[www.housing.ne.gov](http://www.housing.ne.gov)

online listings of properties for rent

### Language Translation

<http://www.freetranslation.com>

Free translation in 10 languages

### Lancaster County Property Assessor

<http://orion.lancaster.ne.gov/Appraisal/PublicAccess>

### Lead-based Paint (LBP)

[www.atcassociates.com](http://www.atcassociates.com)

[www.hhs.state.ne.us/puh/enh/leadpaint/CertifiedLeadFirms.htm](http://www.hhs.state.ne.us/puh/enh/leadpaint/CertifiedLeadFirms.htm)

[www.inspectionassociatesinc.com](http://www.inspectionassociatesinc.com)

[www.smallbizstudio.com/nebraska/home](http://www.smallbizstudio.com/nebraska/home)

[www.epa.gov/lead/pubs/nlic.htm](http://www.epa.gov/lead/pubs/nlic.htm)

[www.hhs.state.ne.us/puh/enh/leadpaint/leadindex.htm](http://www.hhs.state.ne.us/puh/enh/leadpaint/leadindex.htm)

[www.hud.gov/offices/lead/healthyhomes/lead.cfm](http://www.hud.gov/offices/lead/healthyhomes/lead.cfm)

ATC Associates LBP clearance testing

Certified Firms to Perform LPB

Inspection Associates LBP clearance testing

Inspection Experts Inc LBP clearance testing

National Lead Information Center

Nebraska Dept. of Health & Human Services

U.S. Dept. of Housing & Urban Development LBP

### Legal Services, Disputes & Mediation

[www.nebls.com](http://www.nebls.com)

[www.lincoln-action.org](http://www.lincoln-action.org)

[www.nebar.com](http://www.nebar.com)

Legal Aid of Nebraska

Lincoln Action Program

Nebraska Bar Association

### Screening Potential Tenants

[www.lincoln.ne.gov/cnty/attorn/ccase.htm](http://www.lincoln.ne.gov/cnty/attorn/ccase.htm)

<http://lincoln.ne.gov/city/police/stats/chist.htm>

[www.nsp.state.ne.us/sor/index.cfm](http://www.nsp.state.ne.us/sor/index.cfm)

[www.tenantdata.com](http://www.tenantdata.com)

<https://tenant.thepicompany.com>

Court calendar

Lincoln Police Department Criminal History reports

Nebraska sex offender registry

Tenant Data Services

Tenant PI

### Utility Services

[www.blackhillsenergy.com](http://www.blackhillsenergy.com)

<http://les.com>

<http://lancaster.ne.gov/city/pworks/water>

Black Hills Energy

Lincoln Electric System

Lincoln Water System