

South Carolina State Housing Finance and Development Authority

Section 8
Voucher Program
Owner Handbook

09/14/2001

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Chapter 1

Section 8 Rental Assistance Housing Program

This Handbook has been prepared to enhance an owner's / landlord's understanding of the Department of Housing and Urban Development (HUD) Section 8 Housing Choice Voucher, Homeownership Voucher, Moderate Rehabilitation, Project Based Certificate and Project Based Voucher programs. The Authority wishes to recognize the contributions of the South Carolina Human Affairs Commission, South Carolina State House Network, the South Carolina Appleseed Legal Justice Center, the Environmental Protection Agency and Department of Housing and Urban Development to this handbook.

The Department of Housing and Urban Development (HUD) determines the rules and regulations for the Section 8 Program and the SC State Housing Finance and Development Authority (Authority) sets policies. The laws, rules, regulations and policies that govern the Section 8 Program may change at any time and without notice. This Handbook is intended as a guide and is not the "official rulebook" for the Section 8 Program.

It is the Authority's goal to provide excellent service to tenant families and owners / landlords participating in the Section 8 Program. The Authority's purpose is to subsidize rent for decent units and not to change the basic landlord / tenant relationship. Do not hesitate to contact the Authority if you have a question or problem that pertains to one of the Authority's housing programs.

Section 8 rental assistance helps tenant families to rent better units in many diverse neighborhoods they could not otherwise afford. Tenant families include elderly persons, persons with disabilities and families who are very-low income. The success of the program depends on the Authority being able to contract with owners / landlords who have decent and safe rental units in good repair. Owner / Landlord participation is voluntary; however, many low-income tenant families in your community rely on owners / landlords like you, who are willing to participate in the Section 8 Program.

If someone you know has one or more rental units and they are interested in the program, please ask them to contact the Authority and we will be happy to explain the Section 8 Program and provide any information that they require.

The Authority administers the Section 8 Program in Cherokee, Clarendon, Colleton, Dillon, Dorchester, Fairfield, Kershaw, Lee, Lexington, Spartanburg, and Williamsburg counties.

Description of Section 8 Programs

The Section 8 Programs were established to subsidize the rent for very-low income families in the private rental market. Families must meet HUD and Authority eligibility requirements to receive and / or continue to receive assistance. Under each program, families pay about 30% of their monthly income toward housing expenses. The amount of subsidy may be recalculated anytime the family's income changes. Family and unit eligibility and subsidy calculations are reexamined annually.

Housing Choice Vouchers (Vouchers) are the primary rental assistance program run by the Authority. Under this program, eligible families select a rental unit and the Authority subsidizes their rent. The Voucher program also allows families to move nationwide and still receive assistance. Effective October 2001, the Housing Choice Voucher (Voucher) program replaced Certificates and Housing Vouchers.

Homeownership Vouchers is a new program that will be offered to tenants in the fall of 2001. Under this program, eligible families select a home to purchase and the Authority subsidizes their mortgage payment. Participants are required to be active participants in the

Voucher program, have a certain level of earned income (except for elderly or disabled households), qualify for mortgage financing and complete a series of training courses. Homeownership Voucher participants will have a standard mortgage (not "lease-to-own") and all the rights and responsibilities of a homeowner. The Authority will re-certify the family annually and adjust the amount of mortgage subsidy. Homeownership Vouchers have a 10-15 year time limit (except for elderly or disabled households). The Homeownership Voucher program also allows families to move nationwide and still receive assistance.

Moderate Rehabilitation is a program that encouraged owners to rehabilitate housing units for very-low income families. Owners and the Authority signed multi-year contracts for units and complexes throughout the state. Tenants are assisted only while they live in the Moderate Rehabilitation unit. The Moderate Rehabilitation program does not allow families to move and still receive assistance. There has been no funding for new Moderate Rehabilitation units since the early 1990s.

Project Based Certificates is a program that encouraged owners to set aside rental units for very-low income families. Owners and the Authority signed multi-year contracts for two complexes in Lexington County. Tenants are assisted only while they live in the Project Based Certificate unit. The Project Based Certificate program does not allow families to move and still receive assistance. There can be no new Project Based Certificate units after October 2001.

Project Based Vouchers is a new program that encourages owners to set aside rental units for very-low income families. Owners and the Authority will sign multi-year contracts for units or complexes. Tenants will be assisted while they live in the Project Based Voucher unit. The Project Based Voucher program also allows families to move nationwide and still receive assistance. Final Project Based Voucher regulations are expected during 2002.

Persons with Disabilities

If you have a disability you may request a specific accommodation to fully utilize the Section 8 Program. All requests are subject to verification. Requests for accommodations should be sent to:

Rental Assistance Division – Customer Service
919 Bluff Road
Columbia, SC 29201

or fax to 803-253-6899

For the hearing/speech impaired – TDD / TTY (803) 734-2369

Chapter 2

Responsibilities within the Section 8 Program

The Section 8 Program is a three-way partnership among the Authority, the tenant family, and the owner/ landlord. The Authority's involvement is to subsidize rent; it does not change the basic tenant / landlord relationship.

The Authority's Responsibilities

- Provide tenant family and owner / landlord with prompt, courteous and professional service
- Review all applications to determine program eligibility
- Explain the rules of the program to eligible tenant families and owners / landlords
- Issue a Voucher, Mod-Rehab or Project Based unit and if necessary, assist the tenant family in finding a place to live
- Approve the unit, the owner / landlord and the lease
- Make Housing Assistance Payments (HAP) to the owner / landlord in a timely manner
- Ensure that both the tenant family and the unit continue to qualify under the program
- Comply with the terms of the HAP Contract with the property owner / landlord
- Comply with the South Carolina Residential Landlord and Tenant Act

The Tenant Family's Responsibilities

- Familiarize yourself with the Tenant Handbook and ask questions if you do not understand
- Take responsibility for the care of their housing unit
- Pay the rent on time and comply with the terms of their Lease with the owner / landlord
- Comply with the tenant family Obligations of the Voucher, Mod-Rehab or Project Based programs
- Make their best effort to find a place to live (Voucher program) that is suitable and qualifies for the program
- Provide the Authority with complete and accurate information
- Cooperate with the Authority
 - attend all scheduled appointments
 - provide information and return documents in a timely manner
- Comply with the South Carolina Residential Landlord and Tenant Act

The Owner's / Landlord's Responsibilities

- Familiarize yourself with the Owner Handbook and ask questions if you do not understand
- Screen tenant families who apply to determine if they will be good tenants
- Maintain the housing unit, periodically inspect the property and
 - make necessary repairs in a timely manner
 - verify that the tenant still lives there
- Collect rent due by the tenant family and otherwise enforce the lease
- Cooperate with the Authority
- Comply with the terms of the HAP Contract with the Authority
- Comply with the South Carolina Residential Landlord and Tenant Act and the Fair Housing laws

Chapter 3

How Section 8 Operates – Owner’s / Landlord’s Perspective

Step 1 – Finding a Tenant Family

Voucher Program

When a tenant family is determined to be eligible for the program and funding is available, the Authority issues the tenant family a Voucher. Vouchers are issued for at least 60 days, but may be extended to 120 days. The tenant family may then begin looking for a unit.

If you are a current owner / landlord, the Authority gives your name to tenant families who have been issued a Voucher. Any interested tenant family can then contact you for an appointment to see your housing unit(s). The owner / landlord may want to advertise vacant unit(s) in the newspaper. The advertisement should state that the owner / landlord is accepting applicants who have “Section 8”. The Authority cannot “steer” tenant families to a specific owner / landlord or rental unit.

Moderate Rehabilitation and Project Based Programs

When a tenant family is determined to be eligible for the program and funding is available, the Authority will provide the owner with the tenant name address and telephone number.

Step 2. –.Screen the Tenant Family

As an owner, you should evaluate a Section 8 tenant family as you would any other potential tenant. **The Authority verifies tenant family program eligibility, not suitability.**

The tenant family selection standards employed must be based on objective, business-related considerations, such as previous rental history, credit or criminal record checks, etc. An owner / landlord should apply the same tenant selection standards for all tenants who apply. Please remember that Housing Discrimination is against the law. See Chapter 11 for more information. The Authority can provide you with names of previous owners / landlords.

In the Section 8 programs, the owner / landlord may reject a tenant **or** the tenant may reject the unit.

Step 3 – Authority Approves Lease and Unit

Request for Tenancy Approval – Voucher program

The tenant family will be given a Request for Tenancy Approval (RFTA) form at the tenant family briefing. The RFTA is a request for the approval of a lease. It states that the owner / landlord is interested in participating in the program and gives the Authority the necessary information concerning the unit to execute the lease and contract. Review the RFTA, complete and sign both sides of the RFTA. When the Authority receives the signed RFTA, it will be reviewed to determine if the unit is the correct size and the proposed rent is allowable.

The Lease – All Programs

HUD requires certain language in any lease under the Section 8 program. The Authority encourages owners to have a lease drawn up by an attorney familiar with South Carolina law. The Authority has a sample lease that meets HUD's requirements and may be used if you have no lease.

All leases must include the lessee (owner / manager), lessor (tenant), unit address, rent, starting and ending dates (must be for at least one year), and utilities and appliances provided by the owner. The Lease should include when and how the rent is paid, the amount of security deposit, renewal provisions and any conditions or rules concerning tenancy.

The Authority may review and disapprove a lease. A HUD Tenancy Addendum is also required. Provisions in the Tenancy Addendum supersede the lease if the two documents conflict. **The lease should be completely filled out, but not signed until after the Authority reviews it.**

Security Deposits – All programs

The owner / landlord may collect a security deposit. The security deposit may not exceed the lesser of the security deposit charged to non-Section 8 tenant families or one month's rent (tenant portion plus housing subsidy). **The Authority encourages the owner / landlord to collect security deposits.**

Separate Agreements – All Programs

The owner / landlord and tenant family may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease. The agreement must be in writing and approved by the Authority. If agreements are entered into at a later date, they must be approved by the Authority and attached to the lease.

Tenant family and owner / landlord are prohibited from entering into separate "side agreements" for additional rent, for items normally included in the rent of unassisted tenant family, or for items not shown on the approved lease.

Fair Market Rents (FMR) – Moderate Rehabilitation program

HUD calculates FMRs by county and publishes them annually in the Federal Register. An FMR is established for units by the number of bedrooms with all utilities, range and refrigerator included. Since many units do not include utilities and appliances, a utility allowance schedule is used to determine the maximum allowable rent.

Payment Standard (PS) - Voucher Program

The Payment Standard must be between 90% and 110% of the FMR. The Authority revises its Payment Standards on January 1st each year. The Payment Standard that establishes the maximum amount of subsidy the family may receive. Since many units do not include utilities and appliances, a utility allowance schedule is used to determine the maximum allowable rental subsidy.

Rent Reasonableness

If the Authority believes the rent is not reasonable and cannot be accepted, the Housing Program Coordinator (HPC) will contact you and, if possible, negotiate an acceptable rent. Please let the HPC know of comparable units in the area that support your requested rent. HUD Regulations prohibit the Authority from subsidizing rents that are not reasonable.

Rent Reasonableness - Voucher Program

At the time of the unit inspection, the inspector will also evaluate the rent reasonableness of the housing unit. The proposed rent will be compared to the rent for other units on the market using quality, size, unit type, age and amenities provided.

Rent Reasonableness - Moderate Rehabilitation and Project Based Programs

At the time the owner requests a rent increase, the Authority will evaluate the rent reasonableness of the housing unit. The proposed rent will be compared to the rent for other units on the market using quality, size, unit type, age and amenities provided. There are special procedures and calculations that are specified in the HAP Contract and Federal Regulations.

Housing Quality Standards (HQS) – All Programs

The Authority will notify the owner / landlord and the tenant family of the date and time of the HQS Inspection. You or your representative must be present for the inspection. The Authority must inspect all units prior to lease-up and at least annually as long the rent is subsidized. The inspection usually takes less than 30 minutes.

A basic description of HUD Housing Quality Standards (HQS) can be found in Chapter 11. The following is a list of requirements that are in addition to HUD's HQS:

Walls:

- All units should be painted every 7 years or more frequently if deemed necessary by the Inspector.
- In areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired or replaced.
- Any exterior or interior surfaces (not just walls) with peeling or chipping paint must be properly treated and painted with unleaded paint or covered with other suitable material.

Windows:

- All window sashes must be in good condition, solid and intact, and fit properly in the window frame. Damaged or deteriorated sashes must be replaced.
- All openable windows must have proper fitting screens in good condition. (with the exception of units that have operable central air conditioning)

Doors:

- All exterior doors must be weather-tight to avoid any air or water infiltration, have no holes, have all trim intact, and have a threshold.

Floors:

- All floors must be in a finished state (no plywood).

Toilets:

- All cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.

Smoke Alarms:

- Smoke alarms must be operable. Tenant families should not tamper with smoke alarms. Smoke alarms that are hardwired, have long lasting batteries (available up to 10 years), and / or are tamper proof provide better protection for the family and the unit.

Modifications:

- Extension for repair items not required by HQS may be granted for modifications/ adaptations to the unit if agreed to by the tenant family and owner / landlord.

Heating:

- The owner / landlord must supply the unit. All gas heaters must be properly vented to the outside and wood may not be the primary heating fuel.

Mobile Homes:

- All mobile homes must have underpinning surrounding the base of the home.
- The unit must have been set-up and anchored (tied down) in compliance with standards set by The South Carolina Manufactured Housing Board (See Chapter 11.)

If the unit does not pass the HQS inspection, you will be provided a detailed list of deficiencies. Some may appear very minor, however the Authority may not make rental assistance payments until the unit meets HQS. You will be given a reasonable time period to make the necessary repairs to bring the unit up to standard. If you choose not to make the repairs, the Authority cannot subsidize the rent for that unit.

The Authority wants to work with owners to make the Section 8 program as convenient as possible. Housing Quality Standards and HQS Inspections are not meant to punish owners. They are the mechanism to ensure that Federal funds are spent only for safe and decent units. Many units do not pass the initial inspection due to minor flaws. Problems could be avoided if the owner performed general preventive maintenance. An HQS failure does not benefit the owner, tenant family or the Authority.

The 10 Most Common Housing Quality Standards Deficiencies:

1. Smoke detectors not working - Batteries die or get removed. Changing to hardwired or long-lasting batteries and tamper-proof detectors will avoid this problem. You may wish to carry an extra battery.
2. Peeling and chipping paint - Painting is part of preventive maintenance. Peeling or chipping paint may require additional inspections under the lead-based paint rules. Please take the time to review the lead-based paint information in Chapter 11.
3. Electrical outlet covers broken or missing - You may wish to carry extra covers.
4. Windows that are designed to open won't open / missing window locks - The most common cause is painting the windows shut.
5. Window screens missing or torn - Screens are not required if the unit has central air conditioning.
6. Broken or missing windowpanes - Even small cracks are unacceptable.
7. Toilets not secured to the floor - This can cause or be caused by structural problems. Securing the toilet will cost less than replacing the floor.
8. Un-vented gas heaters – Un-vented gas heaters are not allowed by HUD and are a major cause of residential fires in South Carolina.
9. Infestation - Pest control is part of preventive maintenance.
10. Torn vinyl or carpet causing a tripping hazard - Carpet and vinyl wear out and need to be replaced periodically.

Tenant Caused Damages

Some HQS deficiencies are due to tenant misuse or damage. The South Carolina Residential Landlord and Tenant Act contains specific procedures for recovering money from tenants. A copy of the Act is in Chapter 11. There are no special HUD Section 8 rules on billing tenants or deducting funds from security deposits.

Lead Based Paint

You have a responsibility to inform tenants about the hazards of lead based paint. Your responsibilities are in Federal Law and apply to both Section 8 and private rental units. You are required by Federal Law to use an EPA form to disclose lead paint hazards. Please review the "Lead Based Paint Advisory" and the disclosure form in Chapter 11. Additional information on lead poisoning was provided to the tenant in the Tenant Handbook.

Should the HPC see peeling or deteriorating paint, certain steps must be followed to verify that the tenant family will not be at risk. Lead paint abatement can be costly and time consuming and settlements from lead paint lawsuits can be expensive. The best way to avoid these costs is preventive maintenance of the interior and exterior paint. Chapter 11 contains a matrix of lead paint procedures required under Section 8.

Step 4 – Contract and Lease Signed

Once the lease and unit are approved, the lease, which binds owner / landlord and tenant family, will be signed.

- The Voucher Program HAP Contract, which binds owner / landlord and the Authority will also be signed. **Note** – the HAP Contract consists of three parts (A, B and C).
- The Moderate Rehabilitation and Project Based Program HAP Contracts which bind the owner / landlord and the Authority were signed before the project initially leased-up.

Step 5 – Tenant Family Payments to Owner / landlord

The tenant family is responsible for paying the tenant rent (may be \$0), which is the difference between the HAP amount and the unit rent. The owner / landlord should collect the tenant rent. Failure of the tenant family to pay the tenant rent is a violation of the lease. The Authority will inform, in writing, the tenant family and the owner / landlord of the HAP and tenant rent.

The tenant rent and HAP amount may change at anytime when the tenant family's financial situation changes. The owner / landlord will be informed when the Authority begins revising the tenant rent and HAP amount. Before a Revision can be finalized, verifications must be obtained from employers and others. Revisions may take 30 to 60 days before payments are made. Retroactive payments will be made at that time.

Step 6 – Authority Payment to Owner / Landlord

The Authority will continue to make Housing Assistance Payments (HAP) payments as long as:

- The unit meets HQS
- The tenant family is eligible for assistance
- The tenant family resides in the unit
- The owner / landlord is in compliance with the HAP Contract

By endorsing the monthly HAP check from the Authority, the owner / landlord certifies that the tenant family is still in the unit and the unit meets HQS. In the case of directly deposited payments, receipt of the funds into your account signifies the owner / landlord certification that the tenant family is still in the unit and the unit meets HQS.

If the tenant family vacates the unit without prior notice, the owner / landlord should contact the Authority immediately (fax or e-mail is acceptable). If the owner / landlord informs the Authority in a timely manner, the owner / landlord may keep the HAP amount for the remainder of the month during which the tenant left. If the owner / landlord evicts a tenant in accordance with the law, the Authority may pay the HAP until the tenant vacates the property.

The effective date and the amount of the HAP payment are communicated in the HAP Contract or amendments.

The Authority will begin sending HAP to the owner / landlord after the unit has been approved and the HAP Contract has been signed. Payments for new contracts and revisions to ongoing contracts may also be made in the middle of the month. Checks (or Direct Deposits when available) are disbursed by Finance to the owner each month. The owner may not pick up checks at the Authority.

Monthly payments for ongoing HAP contracts will be mailed (or the direct deposit recorded) on or before seven (7) working days of the month.

The initial payment on new HAP contracts will be mailed on or before the 60th day after the effective date of the contract.

Revisions may take 30 to 60 days before payments are made. Retroactive payments will be made at that time.

After that time, a one-time late fee of \$10.00 will be paid if requested in writing by the owner.

Delays caused by the following are excluded:

HUD's failure to deposit funds for the HAP payments.

SC Comptroller General / IRS determining the validity of the owner supplied EIN / SSN number or due to the owner not supplying the proper EIN / SSN documentation.

Postal Service being unable or unwilling to deliver to the address supplied by the owner. Please notify the Authority, in writing, when your address changes. Do not rely on the Postal Service to forward your mail from the Authority.

The owner must notify the Authority within 30 days that the check is missing and cooperate with the Authority in trying to resolve the problem.

Payment Problems

The Authority makes a concerted effort to make accurate payments in a timely manner. If you have a problem with a HAP payment, please contact:

Ms. Elizabeth Coleman - Customer Service

Telephone(803) 734-2322

Fax(803) 253-6899

MailRental Assistance Division – Customer Service

919 Bluff Road

Columbia, SC 29201

E-mailsection8admin@sha.state.sc.us

In most cases, Ms. Coleman will be able to answer your questions immediately. She can:

- Help locate a missing payment
- Stop payment on a lost or stolen check and arrange a replacement check
- Explain how the Authority calculated the amount of the payment

Please feel free to continue to contact your HPC with questions.

Rent Calculations under the Section 8 programs

The tenant family's portion of the rent (Tenant Rent) is based on household income and calculated using a HUD formula. The tenant family is responsible for paying the Tenant Rent to the owner / landlord monthly in accordance with the lease.

Rent paid to the Owner / Landlord is calculated as follows:

	Contract Rent	The total rent due the owner. Also called Lease Rent.
Plus	Utility Allowance	Estimated utility costs for the unit
Equals	Gross Rent	Total cost of housing
	Contract Rent	The total rent due the owner. Also called Lease Rent.
Less	Tenant Rent	Portion of the rent paid by the tenant. May be zero.
Equals	Housing Assistance Payment	Portion of the rent paid by the Authority to the owner.

Rent paid by the Tenant Family is calculated as follows:

The Total Tenant Payment (TTP) is the greater of:

- | | |
|--------------------------------|---|
| 10% of Total Monthly Income | - Income from all sources divided by 12 and multiplied by 10% |
| 30% of Adjusted Monthly Income | - Adjusted income (A) and divided by 12 and multiplied by 30% |
| \$25 | - Minimum rent of \$25 – set by the Authority |

Note A – Adjustments to Income (must be reasonable and verifiable)

- \$480 per dependent (Dependent less than 18, or a full-time student or disabled)
- \$400 per elderly and disabled families - elderly or disabled head, spouse or co-head
- Medical Expenditure exceeding 3% Total income – elderly and disabled families only
- Disabled Expenditures exceeding 3% of Total Income – households with disabled members
- Childcare Expenditures for children 12 or younger or disabled – due to work, job search or school

Voucher program – Gross Rent may exceed the Payment Standard

	Total Tenant Payment (TTP)	See above. Usually 30% of Adjusted Monthly Income
Less	Utility Allowance	Estimated utility costs for the unit
Plus	Extra Tenant Rent	See Note B
Equals	Tenant Rent	May be zero. If negative, the tenant may receive an URP.

Note B – If a tenant family selects a unit with a gross rent greater than the Payment Standard, the tenant family would then pay the difference. HUD has instituted affordability rules that may affect the maximum amount of the “Extra Tenant Rent”.

	Gross Rent	Contract rent plus Utility Allowance
Less	<u>Voucher - Payment Standard</u>	Based on the lesser of bedrooms allowed or actual
Equals	Extra Tenant Rent	See Note B

Moderate Rehabilitation and Project Based programs – Gross Rent was originally set using the HUD Fair Market Rent (FMR)

	Total Tenant Payment (TTP)	See above. Usually 30% of Adjusted Monthly Income
Less	Utility Allowance	Estimated utility costs
Equals	Tenant Rent	May be zero. If negative, the tenant will receive an URP.

Chapter 4

How Families Become Section 8 Participants

Applications

Families who are interested in participating in the Section 8 Rental Assistance Program are encouraged to complete a Waiting List application. Applications are taken for each of the counties serviced by the Authority. The dates, time and locations where applications may be made are available by calling the Authority at (803) 734-2341.

The Section 8 programs are not entitlements and have a limited number of slots. Families who are determined to be eligible for assistance based on a preliminary review are placed on the Waiting List based on the time and date of their application. Families headed by a person who is Elderly (age 62 or older), Disabled (as defined by the Social Security Administration), a Veteran or the Surviving Spouse of a Veteran are moved ahead of all other applicants. Waiting Lists are maintained for each of the eleven counties served by the Authority.

Eligibility

Once a tenant family reaches the top of the Waiting List, a letter is sent requesting that the family attend an orientation where the program will be explained in depth. Eligibility determination is begun at this time. To be eligible for participation, a family must meet HUD's criteria, as well as any additional criteria established by the Authority.

- An applicant must cooperate with the Authority
- An applicant must furnish Social Security Numbers
- An applicant must attest that they are either Citizens or Eligible Immigrants
- An applicant must be within the appropriate income limits
- No member of the tenant family may have violated any tenant family obligation during a previous participation in the Section 8 program during the last three years
- No member of the tenant family may have committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal Housing Program during the last three years
- No member of the tenant family may have engaged in drug-related or violent criminal activity in the last three years.
- No member of the tenant family may be required to permanently report as a sex offender
- No member of the tenant family member may have been evicted from any public or assisted housing unit for any reason during the last three years
- No member of the tenant family may have been involved in the manufacture of methamphetamines at or near assisted units at any time
- No member of the tenant family may have engaged in or threatened abusive or violent behavior toward personnel at any Housing Authority at any time
- An applicant must furnish a photo ID
- No member of the tenant family may owe any outstanding debt to any Housing Authority as a result of prior participation in any Housing Program. The Authority will not enter into repayment agreements with new participants

- The tenant family's Total Tenant Payment (TTP), as computed in accordance with HUD Regulations, may not exceed the current Fair Market Rent (Moderate Rehabilitation and Project Based Certificate) or Payment Standard (Voucher and Project Based Voucher) as set by HUD/ Authority based on Authority's subsidy standards.

Note - The Authority may grant an exception if:

- The tenant family member whose actions caused the tenant family to be ineligible is no longer a member of the household
- Requested by a person with disabilities as a specific accommodation (verification will be required)

If the family is determined to be eligible, a Voucher will be issued or the family will be referred to a Moderate Rehabilitation or Project Based owner.

Rental Units – Voucher Program

After being issued a Voucher, the tenant family will have at least 60 days to locate a rental unit that meets HUD and Authority standards and is in good repair. Tenant families may request, in writing, an extension of their Voucher up to a total of 120 days should they need additional time.

The tenant family may select a:

- Single tenant family dwelling
- Apartment
- Duplex
- Townhouse
- Condominium
- Mobile Home

The rent must be reasonable and comparable with similar units in the community. The rent must be affordable for the family (HUD's 40% affordability test).

Tenant families should select units that are convenient to employment, shopping, schools and other amenities within the community. HUD encourages tenant families to select units that are outside of areas with high poverty or minority concentrations. The Authority will not "steer" a tenant family toward or away from a unit, owner / landlord or neighborhood.

The Authority cannot approve a unit if the unit's owner is the parent, child, grandparent, grandchild, sister or brother of any member of the tenant family. **Note** - The Authority may grant an exception if it determines that approving the unit would provide reasonable accommodation for a tenant family member who is a person with disabilities.

The tenant family may be eligible to move to another county in South Carolina or another state. Requests to move must be in writing and will be evaluated in accordance with HUD regulation and Authority policy.

Rental Units – Moderate Rehabilitation and Project Based Programs

After being referred to a Moderate Rehabilitation or Project Based owner, the owner may accept or reject the tenant family based on appropriate screening criteria. If the owner refuses to rent to the family, the family will remain on the Waiting List.

The tenant family may inspect the unit and decide whether or not to accept the offer of assistance in that unit. If they turn down the unit, the family may request to remain on the Waiting List for the Voucher program. Tenant families who reject a unit must request, in writing, to remain on the Voucher Waiting List within 30 days of their referral to a Moderate Rehabilitation or Project Based owner.

Chapter 5

HUD Required Annual Activities

Re-Certification of the Tenant Family

The Authority is required to re-certify the tenant family's continued eligibility at least annually. This re-certification may affect the amount the tenant family must pay in tenant rent and the amount the Authority will pay in HAP. The Authority will provide advance written notice to the tenant family and to the owner / landlord if the tenant family's portion of the rent changes as well as the amount of the Authority's HAP payment. When the re-certification is complete, the owner / landlord and tenant family will receive a Contract / Lease amendment that lists the people who live in the household and how much rent the tenant family must pay and the amount of assistance paid by the Authority.

Should the tenant family lose its eligibility, the Authority will notify, in writing, the tenant family and the owner / landlord that the tenant family's Rental Assistance is being terminated.

Annual HQS Inspections

The owner / landlord and tenant family will be notified when the unit will be inspected. The inspector will determine if the unit continues to meet HQS. If the inspection reveals that the unit is in violation of the HQS, the owner / landlord will be informed in writing and given a reasonable amount of time to correct the problems. Regardless of whether or not the tenant family is held responsible for repairs, failure to comply with the requested action will result in either abatement of the HAP, termination of the HAP Contract or cancellation of the tenant family's eligibility.

If payments are abated, all deficiencies must be corrected before payments are resumed. Abated payments will not be paid to the owner / landlord even if the deficiencies are corrected. If the owner / landlord refuses to correct the deficiencies, the Authority will terminate the HAP Contract.

The owner / landlord may charge the tenant family for repairs, deduct the amount from the security deposit, evict the tenant family and / or sue the tenant family as allowed under Federal and State Law.

HQS – Moderate Rehabilitation and Project Based programs

The owner / landlord may request a Damage Claim payment from the Authority. The owner / landlord must contact the Authority, in writing, within 2 days of discovering the damage or the claim will be denied.

Rent Adjustments and Increases – Voucher Program

The rent to owner / landlord may not be increased during the first year of the Lease. After the first year of the Lease, the owner / landlord may offer a new Lease with an increased rent. The owner / landlord must give the tenant family and the Authority 60 days written notice of any increase before it is to take effect. The Authority or the tenant family may reject the new Lease.

To be eligible for a rent adjustment or increase:

- The Rental Unit must be in compliance with HQS
- The proposed Contract Rent must be reasonable and not exceed rents charged by the owner / landlord for other comparable unassisted units and
- The owner / landlord must otherwise be in compliance with the terms of the Lease and Contract

Rent Adjustments and Increases – Moderate Rehabilitation Program

The rent may be adjusted using the applicable Section 8 Annual Adjustment Factor published by HUD. It is the responsibility of the owner / landlord to request, in writing, for a rent adjustment. The Authority must receive this request at least 60 days prior to the effective date.

To be eligible for a rent adjustment or increase:

- The Rental Unit must be in compliance with HQS
- The proposed Contract Rent must be reasonable and not exceed rents charged by the owner / landlord for other comparable unassisted units and
- The owner / landlord must otherwise be in compliance with the terms of the Lease and Contract

Note – If the Moderate Rehabilitation rent is not considered reasonable, the adjustment may be negative.

Rent Adjustments and Increases – Project Based Certificate Program

The rent may be adjusted using the applicable Section 8 rent adjustment procedures established by HUD. It is the responsibility of the owner / landlord to request, in writing, for a rent adjustment.

Note – If the Project Based Certificate rent is not considered reasonable, the adjustment may be negative.

Chapter 6

Lease and HAP Contract Termination

Even though the term of the assisted tenancy may be indefinite, the owner / landlord or the tenant family may terminate the Lease. The Authority's involvement is to subsidize rent and does not change the basic tenant / landlord relationship.

Termination of the Lease by the Tenant Family

After the initial lease term (at least one year) the tenant family may move. The tenant family is required to provide a written notice of its intent to both the owner / landlord and the Authority. The notice must be at least 30 days before the scheduled move out date or longer if specified by the lease.

If the Authority has no grounds for termination of assistance for a Voucher family, the Authority will issue a new Voucher so that the tenant family can move with continued assistance.

Termination of the Lease by the Owner / Landlord without an Eviction

After the initial lease term (at least one year) the owner / landlord may terminate the lease for:

- Business or economic reason for regaining possession of the unit
- Owner's / Landlord's desire to repossess the unit for personal use
- Tenant family's refusal to accept offer of a new Lease

The owner / landlord must provide the tenant family and the Authority with written notification canceling the lease at least 30 days (longer if specified in the lease) prior to the effective date.

Termination of the Lease by the Owner / Landlord through Eviction

At any time during the lease term the owner / landlord may terminate the lease through eviction.

- The owner / landlord is required to evict using the procedures prescribed by State or local law.
- The owner / landlord must provide the tenant family a written notice specifying the grounds for termination of tenancy at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner / landlord eviction notice to the tenant family.
- The owner / landlord must provide the Authority with a copy of the eviction notice.

The owner / landlord eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

The HAP Contract allows the owner / landlord to evict for the following reasons:

- A. Serious or repeated violation of the terms and conditions of the Lease
- B. Violation of Federal, State or local law that imposes obligations on the tenant family in connection with the occupancy or use of the premises
- C. Other good cause, including:
 - a. Criminal activity by the tenant family, any member of household, a guest or another person under the tenant family's control that threatens the health, safety or right to peaceful enjoyment of the premises
 - b. Any drug-related criminal activity on or near the premises
 - c. Tenant family history of disturbances of neighbors, destruction of property, or behavior resulting in damage to the premises

If the action is finalized in court, the owner / landlord must provide the Authority a copy of the documentation, including notice of the lockout date.

The Authority may continue making HAP payments to the owner / landlord after the termination date in accordance with the Contract as long as the tenant family continues to occupy the unit. By endorsing the monthly check from the Authority, the owner / landlord certifies that the tenant family is still in the unit and that the owner / landlord is in compliance with the Contract the HAP Contract.

Termination of the HAP Contract – Voucher Program

The HAP Contract has an ending date, but it does not terminate on that date. The Authority or the owner / landlord may terminate the HAP Contract as provided in the HAP Contract.

- Termination of Lease by either tenant family or owner / landlord automatically terminates the HAP Contract.
- The tenant family becoming ineligible automatically terminates the HAP Contract.

Termination of the HAP Contract – Mod Rehab and Project Based Programs

The Authority or the owner / landlord may terminate the HAP Contract as provided in the HAP Contract.

Transfer of the HAP Contract

The owner / landlord may not transfer, in any form, the HAP Contract without the prior written consent of the Authority. A change in the owner / landlord of the unit through a stock transfer is not subject to this provision.

The Authority shall give its consent to a transfer of the HAP Contract if the transferee is eligible to be a Section 8 owner / landlord and agrees, in writing, to comply with all terms and conditions of the HAP Contract. The transferee shall give the Authority a copy of the executed agreement including the IRS form W-9 from the new owner.

Chapter 7

Owner / Landlord Disapproval and Restrictions

It is the policy of the Authority to recruit owners / landlords to participate in the Program, and to provide owner / landlords with prompt and professional service in order to maintain an adequate supply of available housing throughout the Authority's jurisdiction. HUD regulations define when the Authority must disallow an owner / landlord participation in the Program, and they provide the Authority discretion to disapprove or otherwise restrict the participation of owners / landlords in certain categories. The Authority, in determining an owner's / landlord's participation will use the criteria below.

For purposes of this section, "owner / landlord" includes a principal or other interested party.

A. Disapproval of Owner / Landlord [24CFR 982.306,982.54 (d)(8)]

The Authority must disapprove the owner / landlord for the following reasons:

HUD or other governmental agency has taken any of the following actions against an owner / landlord:

- Disbarred
- Suspended
- Subject to a limited denial of participation under 24 CFR part 24
- HUD has informed the Authority that the Federal government has instituted an administrative or judicial action against the owner / landlord for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending
- HUD has informed the Authority that a court or administrative agency has determined that the owner / landlord has violated the Fair Housing Act or other Federal equal opportunity requirements

The Authority may disapprove the owner / landlord for the following reasons:

- The owner / landlord has violated obligations under a HAP Contract. The owner / landlord has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal or State Housing Program
- The owner / landlord has engaged in drug-related criminal activity
- The owner / landlord has a history or practice of noncompliance with the HQS for units leased under the tenant family-based Programs or with applicable housing standards for units leased with Project-Based Section 8 Assistance or leased under any Federal Housing Program
- The owner / landlord has a history or practice of renting units that fail to meet State or Local housing codes
- The owner / landlord has not paid State or Local real estate taxes, fines or assessments
- Owner / Landlord owes money to any Housing Authority

B. Owner / Landlord Restrictions and Penalties [24 CFR 982.302 (a)(8), 982.453]

If an owner / landlord commits fraud or abuse or is guilty of serious Contract violations, the Authority will restrict the owner / landlord from future participation in the Program for a period of time commensurate with the seriousness of the offense. The Authority may also terminate some or all Contracts with owner / landlord.

Before imposing any penalty against an owner / landlord the Authority will review all relevant factors pertaining to the case, and will consider such factors as the owner's / landlord's record of compliance and the number of violations.

The Authority guidelines for restrictions are contained in the table below:

C. Disapproval of Owner's / Landlord's Participation Restrictions

Breach	Penalty
HUD Notification of Owner / Landlord Debarment/Suspension	Termination
HUD Notification of Violation of Fair Housing/Federal Equal Opportunity	Termination
Violation of Contract Obligations	Termination
Owner/Landlord Fraud, Bribery or other Corrupt Act in Federal Housing Program	Termination
Owner / Landlord Engaged in Drug Related Criminal Activity	Termination
History of Noncompliance with HQS	Termination
History of Renting Units Below Code	Termination
State / Local Real Estate Taxes, Fines or Assessments	Termination

Overpayments

If the owner / landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, the Authority may terminate the Contract and arrange for restitution to the Authority and / or tenant family as appropriate.

The Authority will make every effort to recover any overpayments made as a result of Landlord fraud or abuse. Payments otherwise due to the owner / landlord may be withheld in order to repay the Authority or the tenant family, as applicable.

Housing Discrimination

Housing discrimination is against the law. The Authority will advise a tenant family how to file a housing discrimination complaint against an owner / landlord. The Authority may also report the owner / landlord to HUD (Fair Housing/Equal Opportunity) or other government agency (SC Human Affairs Commission). Please review the "Fair Housing is the Law in South Carolina" pamphlet in Chapter 11.

Chapter 8

Fraud and Abuse

Incidences of fraud, willful misrepresentations, or intent to deceive with regard to the Section 8 Rental Assistance Program are criminal acts. If an owner / landlord, tenant family or Authority employee is suspected of committing any fraudulent actions, the Authority is required to refer the matter to the proper authorities (Regional Inspector General and / or local or State prosecutors).

Examples of Fraud Involving Tenant Families

- Failing to accurately report all income the tenant family is receiving
- Allowing unauthorized people to move into the unit
- Moving without informing the Authority
- Not using the residence as a full time residence
- Entering into "side agreements" for payments in excess of the tenant family's share of the rent

Examples of Fraud Involving Owner / Landlord

- Allowing unauthorized people to move in with tenant families
- Collecting HAP payments for a unit not occupied by a tenant family
- Entering into "side agreements" for payments in excess of the tenant family's share of the rent

Examples of Fraud Involving Authority Employees

- Accepting payments from owner / landlord's to certify substandard units as standard
- Certifying as eligible otherwise ineligible applicants
- Accepting payments or kickbacks from the owner / landlord or the tenant family that allow either party to violate Program rules

Reporting Fraud

If you know of any violations or fraud being committed, or if you have questions on the subject, contact the Authority at (803) 734-2341 and ask to speak to a Housing Program Manager. The Authority will take any action warranted to ensure cases of fraud are prevented or prosecuted.

Chapter 9

Glossary of Section 8 Housing Terms

Actual Income from Assets: The interest produced by the household's savings and checking accounts, dividends earned by stocks and bonds, rent and royalties received from real property, and income derived from other capital investments.

Admission: The effective date of the first HAP Contract for a tenant family (first day of initial Lease term). This is the point at which a tenant family becomes a participant.

Allowance for Dependents: A \$480 deduction for each family member who is not the head, spouse of the head, live-in-attendant or foster child, and who is under 18 years of age, or a full-time student, or handicapped or disabled.

Allowance for Handicapped Assistance: Amount of Handicapped Assistance expenses for care attendants or auxiliary apparatus which exceeds 3% of Annual Income. Care must be necessary to enable an adult family member to work. Allowance cannot exceed the amount earned.

Allowance for Medical Expenses: This allowance is for disabled elderly households only. It is limited to the amount by which medical expenses plus handicapped assistance expenses minus handicapped assistance allowance exceeds 3% of annual income.

Annual Income: The anticipated total annual income of an eligible tenant family from all sources for the 12 month period following the date of determination of income.

Annual Adjustment Factor: (AAF) The factor (provided by HUD), which determines the maximum amount of, rent increase in the certificate program.

Adjusted Income: Annual Income less allowable HUD deductions and expenses.

Applicant: A tenant family that has applied for admission to the Program, but is not yet a participant in the Program.

Assets: The cash value of the household's savings, checking, IRA and Keogh accounts, money market funds, certificates of deposit, principal value of trusts available to the household, personal property held as an investment, equity in real property of their capital investments, and cash held in safe deposit boxes or at home. Net Family Assets includes for all programs, except BMIR, any asset disposed of for less than Fair Market Value within the prior two (2) years.

Assets Disposed of for Less than Fair Market Value: The cash value of net family assets which were disposed of for less than Fair Market Value during the two year period preceding certification or recertification. Calculated as the difference between the cash value and the amount the family received. Does not apply to BMIR tenants. Not considered unless the total cash value of assets disposed of for less than Fair Market Value is greater than \$1000.

Assisted: Participant of the Section 8 Program, and the HA is making Rental Assistance payments on their behalf to an owner / landlord.

Certificate of Tenant Family Participation: A Certificate issued by the HA under the Section 8 Rental Assistance Program which authorizes a tenant family to search for housing. It states the terms and conditions for Program participation.

Child Care Expenses: The expenses a family incurs for the care of children under the age of 13 which meet HUD's requirement for special allowances.

Contract Rent: The amount of rent the HA authorizes an owner / landlord to collect for a unit occupied by a tenant family receiving assistance. The rent may be paid by the tenant family, the HA, or both.

Dependent: Any household member who is 1) younger than 18; or 2) handicapped or disabled; or 3) a full-time student. The head of the household, his/her spouse, foster children, and live-in attendants are not counted as dependents.

DIDC Rate: (Depository Institution Deregulatory Committee Rate) The passbook interest rate used to compute imputed income from assets. Updated periodically and obtained from federally-insured or savings and loan institutions.

Disabled Person: A person who has a disability as defined by Section 223 of the Social Security Act or who is developmentally disabled as defined in 42 USC #6001(7).

Discrimination: The unlawful consideration of race, color, creed, religion, sex, national origin, age, familial status or handicapped condition in the selection or provision of services to applicants and residents.

Drug-Related Criminal Activity: Drug trafficking, 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 or the possession with intent to manufacture, sell or distribute a controlled substance.

Elderly Household: A tenant family whose head or spouse, or whose sole member, is at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with another person who is determined to be essential to his/her care and well being.

Elderly Household Deduction: A \$400 allowance for each elderly household. Only one deduction per eligible household.

Eviction: The legal process through which a tenant is ordered to leave the unit in which he/she has been living also referred to as "termination of tenancy".

Fair Market Rent: The rent limit published in the Federal Register for Section 8 Rental Assistance, which includes utilities (except telephone) and ranges and refrigerators. It is used, as a standard to obtain privately owned, existing, decent, safe and sanitary rental housing of a non-luxury nature with suitable amenities. Separate FMR's are established for units of varying sizes (number of bedrooms) and types. In the Voucher Program it is used as a cap for the payment standard.

Family: A commonly used definition is "Two or more persons sharing residency whose income and resources are available to meet the family's need and who are related by blood, marriage or operation of law.

Full-time Student: A person who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. This includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Gross Rent: The sum of the Contract rent and the utility allowance. If there are no tenant family paid utilities, the Contract rent equals the Gross Rent.

HAP Contract: See Housing Assistance Payment Contract.

Head of Household: The person who assumes legal and financial responsibility for the household and is listed on the application as head.

Housing Agency (HA)/Public Housing Agency: Any state, county, municipality, or other governmental entity or public body, which is authorized to engage in or assist in the development or operation of housing for low-income tenant family.

Housing Assistance Payment (HAP): The amount the HA pays the owner / landlord for a unit occupied by a Section 8 tenant family. It is the Contract rent for the unit minus the tenant family rent.

Housing Assistance Payment Contract: A written Contract between the HA and the owner / landlord for the purpose of providing HAP payments to the owner / landlord on behalf of an eligible tenant family. It defines the owner / landlord and the HA responsibilities, and is referred to as a HAP Contract.

Housing Quality Standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 Programs.

HPC: Housing Program Coordinator.

HUD: The Office of Housing and Urban Development which is responsible for the administration of federal housing programs. With central offices in Washington, D.C., it operates through regional and field offices located throughout the country.

Imputed Income From Assets: The estimated earning potential of assets held by a tenant using the potential of assets held by a tenant using the potential earning rate established by HUD.

Income: The amount of money anticipated to be received by a household during the course of the year.

Income Limit: The limit on income for eligibility for assistance established by HUD for each program. Income limits are based on the Metropolitan Statistical Area (MSA) or county and are updated annually.

Ineligible Applicant: An applicant who is ineligible to receive assistance.

Interim Adjustment: A recertification completed between regular recertification dates as the result of changes in the tenant's household composition, income and/or allowances.

Landlord: Either the legal owner / landlord of the property, or the owner / landlord Representative or Managing Agent as designated by the owner / landlord.

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

Lease Addendum: A HUD-designed addition to an owner's / landlord's Lease that includes all HUD-required language.

Low Income Tenant Family: A tenant family whose annual income does not exceed 80% of the median income for the area as determined by HUD.

Low or Lower Income: An income limit which is used to determine financial eligibility for some programs established at 80% of the median income for an area.

Medical Expenses: Total medical expenses anticipated during the period for which Annual Income is computed, and are not covered by insurance. (Only Elderly/Disabled, Head of Household tenant family's qualify)

Minor: A member of the tenant family (excluding foster children) who is younger than 18 years old.

Monthly Adjusted Income: One-twelfth of the Annual Income after allowances.

Monthly Income: One-twelfth of the Annual Income.

Owner / landlord: Any person or entity with the legal right to lease or sub lease a unit to a participant.

Owner / landlord Orientation: A meeting with an HA representative for the purpose of learning the rules and procedures for participating as an owner / landlord in the Section 8 Program.

Participant: A tenant family that has been admitted to the Certificate or Voucher Program, and is currently assisted in the Program.

Payment Standard: In the Voucher Program, an amount used by the HA to calculate the HAP payment for a tenant family. Each payment standard amount is based on the Fair Market Rent. The HA adopts a payment standard for each bedroom size and for each FMR rent area in the HA jurisdiction.

Persons with Disabilities: The definition of a person with disabilities includes someone who:

Has a disability as defined in Section 223 of the Social Security Act

Has a physical, mental, or emotional impairment that:

- A. is expected to be of long-continued indefinite duration
- B. substantially impedes his or her ability to live independently
- C. is of such nature that ability to live independently could be improved by more suitable living conditions.

Has a developmental disability as defined in Section 102 (7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 7)

Portability: Renting a dwelling unit with Section 8 assistance outside the jurisdiction of the initial HA.

Premises: The building or complex in which the dwelling unit is located including common areas and grounds.

Re-certification: Sometimes called re-examination. The process of securing documentation of total tenant family income used to determine the rent the tenant family will pay for the next 12 months if no interim changes are reported by the tenant family.

Reasonable Rent: (Rent Reasonableness): A rent to owner / landlord that is not more than:

- A. The rent charged for comparable units in the private unassisted market or
- B. The rent charged by the owner / landlord for a comparable assisted or unassisted unit in the building or premises

Reasonable Modification: The Fair Housing requirement that allows persons with disabilities to make adjustments to their rental units at their own expense.

Rent to Owner / Landlord: The monthly rent payable to the owner / landlord under the Lease. Rent to owner / landlord includes payment for any services, maintenance and utilities to be provided by the owner / landlord in accordance with the Lease.

Request for Tenancy Approval (RFTA): A HUD-required form that indicates to the HA that an owner / landlord is interested in renting to a Voucher holder. The RFTA includes important owner / landlord and unit information that the HA needs to determine whether the tenant family can be assisted in that particular unit.

Security Deposit: A dollar amount that can be collected from the tenant family by the owner / landlord to be used for amounts owed under the Lease according to State, local law or Authority policy.

Single Person: A person living alone or intending to live alone.

Subsidy Standards: Standards established by an HA to determine the appropriate number of bedrooms and amount of subsidy for tenant family of different sizes and compositions.

Tenant Damages: Physical damage to the tenant's unit caused by negligence or willful abuse on the part of the tenant or tenant's guests.

Tenant Family: The person or persons who executes the Lease as lessee of the dwelling unit.

Tenant Family Rent: The amount payable monthly by the tenant family as rent to the owner/landlord.

Third Party Verification: Validation of data by an employer, public agency, physician or other individual or entity other than the applicant/tenant or owner/management.

Total Tenant Family Payment: (TTP) The total amount the HUD rent formula requires the tenant family to pay toward rent and utilities.

Tenant Family Self-Sufficiency Program (FSS): A program developed by the HA to promote the self-sufficiency of assisted tenant family, includes the provision of supportive services.

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

Utility Allowance: The HA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

Utility Reimbursement: In the Certificate Program, the amount, if any, by which any utility allowance for tenant family-paid utilities or other housing services exceeds the total tenant family payment.

Verification: The collection of information to corroborate the accuracy of the information provided by applicants and tenants.

Very Low Income: An income limit established at 50% of the median income for an area which is used to determine eligibility admission for applicants to Section 8 projects whose HAP contract is on or after 10/1/81. Extremely Low Income is established at 25% of the median income for an area. HUD requires that 75% of all new admissions be Extremely Low Income.

Veteran: Head of household, spouse or surviving spouse who was a person who has served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.

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 (Rental Voucher): A document issued by an HA to a tenant family selected for admission to the Voucher Program. The Voucher describes the Program and the procedures for HA approval of a unit selected by the tenant family.

**The SC State Housing Finance and Development Authority
is an Equal Opportunity Housing Agency.**

Chapter 10

South Carolina State Housing Finance and Development Authority

Rental Assistance Division

919 Bluff Road
Columbia, SC 29201
Phone: (803) 734-2341
Fax: (803) 253-6899
TDD/TTY: (803) 734-2369

Serving

Cherokee, Clarendon, Colleton,
Dillon, Dorchester
Fairfield, Kershaw, Lee
Lexington
Spartanburg, Williamsburg

Department of Housing and Urban Development Offices

State of South Carolina

Department of Housing and Urban Development
1835-45 Assembly Street, 11th Floor
Columbia, SC 29201
(803) 765-5592

State of Georgia

Department Housing and Community, City of Atlanta
68 Mitchell Street, Suite #1200
Atlanta, GA 30335
(404) 330-6390

State of North Carolina

US Department of Housing and Urban Development
2306 West Meadowview Road
Greensboro, NC 27407
(336) 547-4038

Housing Authorities in South Carolina

Name	Telephone	Fax	Jurisdiction
Housing Authority of Abbeville	864-459-4549	864-459-4341	Abbeville County
Housing Authority of Aiken	803-649-6673	803-643-0069	Aiken County
Housing Authority of Anderson	864-260-5132	864-260-5118	City of Anderson
Housing Authority of Atlantic Beach	843-272-4189	843-361-0338	City of Atlantic Beach
Housing Authority of Beaufort	843-525-7061	843-525-7090	Beaufort County
Housing Authority of Bennettsville	843-479-3857	843-479-2311	City of Bennettsville

Housing Authorities in South Carolina

Name	Telephone	Fax	Jurisdiction
Housing Authority of Cayce	803-254-3886	803-376-6114	City of Cayce
Charleston County Housing Authority	843-722-1942	843-577-6825	Charleston County (Excludes Cities of Charleston, North Charleston)
Housing Authority of City of Charleston	843-720-3969	843-720-3977	City of Charleston
Housing Authority of Cheraw	843-669-4163	843-679-2626	Chesterfield County
Housing Authority of Chester	803-581-6981	803-581-2541	Chester County
Housing Authority of Columbia	803-254-3886	803-376-6114	Richland County (Excludes Forest Acres, Arcadia Lakes)
Housing Authority of Conway	843-248-7327	843-248-6234	Cities of Conway and Loris and Western Horry County
Housing Authority of Darlington	843-393-0437	843-393-0443	City of Darlington – 5 mile radius of the city
Housing Authority of Easley	864-855-0629	864-855-0864	City of Easley
Housing Authority of Florence	843-669-4163	843-679-2626	City of Florence, Timmonsville, Quinby-15 mile radius
Housing Authority of Fort Mill	803-547-6787	803-548-2425	City of Fort Mill
Housing Authority of Gaffney	864-489-3193	864-487-9460	City of Gaffney
Housing Authority of Georgetown	843-546-9621	843-527-7536	City of Georgetown
Housing Authority of Greenville	864-467-4299	864-467-3088	Greenville County
Housing Authority of Greenwood	864-227-3670	864-227-8270	City of Greenwood-5 mile radius
Housing Authority of Greer	864-877-5471	864-848-1331	City of Greer – 5 mile radius
Housing Authority of Hartsville	843-332-1583	843-383-9250	City of Hartsville – 5 mile radius
Housing Authority of Kingstree	843-354-7516	843-354-7517	City of Kingstree
Housing Authority of Lake City	843-394-3541	843-394-3541	City of Lake City, Johnsonville, Olanta, lower Florence County

Housing Authorities in South Carolina

Name	Telephone	Fax	Jurisdiction
Housing Authority of Lancaster	803-285-7214	803-283-2049	Lancaster County
Housing Authority of Laurens	864-984-6568	864-984-0931	City of Laurens
Marlboro County Housing & Redev	843-669-4163	843-679-2626	Marlboro County, Excluding Bennettsville
Housing Authority of Marion	843-425-5242	843-423-7256	City of Marion
Housing Authority of McColl	843-669-4163	843-679-2626	City of McColl
Housing Authority of Mullins	843-464-9822	843-464-4371	City of Mullins
Housing Authority of Myrtle Beach	843-448-3262	843-626-9083	City of Myrtle Beach, Eastern Horry County
Housing Authority of Newberry	803-276-1049	803-276-1056	Newberry County
Housing Authority of North Charleston	843-747-1793	843-744-3466	City of North Charleston
Housing Authority of Rock Hill	803-324-6350	803-324-5857	City of Rock Hill, Great Falls
SC Regional Housing Authority No. 1	864-984-6568	864-984-2669	Abbeville, Anderson, Laurens, Saluda Oconee, Pickens McCormick, Edgefield Counties
SC Regional Housing Authority No. 3	803-259-1291 800-922-5504	803-259-4630	Allendale, Bamberg, Barnwell, Berkeley, Calhoun Hampton, Jasper, Orangeburg Counties
Housing Authority of Spartanburg	864-598-6010	864-598-6155	City of Spartanburg, Water & Sewer Dist., and Metro
Housing Authority of Sumter	803-775-4357	803-778-2315	Sumter County
Housing Authority of Union	864-427-9679	864-427-9679	Union County
Housing Authority of Woodruff	864-476-7043	864-476-8969	Spartanburg County School Dist. #4
Housing Authority of York	864-684-7359	864-684-0895	York County

Chapter 11

Forms, Documents and Pamphlets

HUD – Request for Tenancy Approval (RFTA)

[Word File @ G:\rentasst\s8admin\forms\web forms](G:\rentasst\s8admin\forms\web forms)

Sample Residential Lease

[Word File @ G:\rentasst\s8admin\forms\web forms](G:\rentasst\s8admin\forms\web forms)

HUD – Tenancy Addendum

http://www.hudclips.org/sub_nonhud/html/pdfforms/52641-a.pdf

HUD – Housing Assistance Payments (HAP) Contract, Parts A, B and C

http://www.hudclips.org/sub_nonhud/html/pdfforms/52641.pdf

HUD – Housing Quality Standards Inspection Form

http://www.hudclips.org/sub_nonhud/html/pdfforms/52580.pdf

HUD – Fire Safety Notice

<http://www.hud.gov/offices/pih/publications/notices/99/pih99-11.pdf>

EPA / HUD – Lead-Based Paint Fact Sheet

http://www.hudclips.org/sub_nonhud/html/pdfforms/fs-pamph.pdf

EPA - Disclosure of Information on Lead-Based Paint Hazards

http://www.hudclips.org/sub_nonhud/html/pdfforms/lesr_eng.pdf

SC State Housing - Lead-Based Paint Procedures

[Power Point File @ G:\rentasst\s8admin\forms\web forms](G:\rentasst\s8admin\forms\web forms)

SC Manufactured Housing Set-up Information - Handout

The Code of Laws of South Carolina 1976 – Handout

Title 27, Chapter 37 – Ejectment of Tenants

<http://www.scstatehouse.net/code/t27c037.htm>

Title 27, Chapter 40 - SC Residential Landlord and Tenant Act

<http://www.scstatehouse.net/code/t27c040.htm>

Landlord and Tenant Law in South Carolina – Pamphlet – waiting on permission

Fair Housing is the Law in South Carolina

<http://www.state.sc.us/schac/>

HUD - Are you a Victim of Housing Discrimination

http://www.hudclips.org/sub_nonhud/html/pdfforms/903-1.pdf

Prohibition of Discrimination against families

[http://www.hudclips.org/sub_nonhud/cgi/nph-brs.cgi?d=PIHN&s1=01-\\$\[no\]&op1=AND&SECT1=TXTHLB&SECT5=PIHN&u=./hudclips.cgi&p=1&r=35&f=G](http://www.hudclips.org/sub_nonhud/cgi/nph-brs.cgi?d=PIHN&s1=01-$[no]&op1=AND&SECT1=TXTHLB&SECT5=PIHN&u=./hudclips.cgi&p=1&r=35&f=G)

HUD – Report fraud, waste and mismanagement - Flyer

SC State Housing - Rent Reasonableness Comparable Property Form

[Word File @ G:\rentasst\s8admin\forms\web forms](#)

IRS form W-9 - Request for Taxpayer Identification Number

<http://ftp.fedworld.gov/pub/irs-pdf/fw9.pdf>

Rent Reasonableness Form

Unit Address: _____
Street Address
City
Zip Code
County

Year Constructed _____ Approximate Square Footage _____ Market Rent _____ Date _____

Type of Unit (Check Which Type)	[]	Unit Size (Circle One)	1	2	3	4	Utilities/Appliance Provided By Owner (Circle One)	Yes	No	Facilities (Check One)	[]	Exteriors (Circle One)
Single Family Detached	[]	No. of Bedrooms	1	2	3	4	Water	Yes	No	Garage	[]	Brick
Semi-Detached/ Row House	[]	No. of Bathrooms	1	2	3		Sewer	Yes	No	Carport	[]	Wood
Duplex	[]						Garbage	Yes	No	*Other (specify)		Block
Townhouse	[]						Refrigerator	Yes	No			Siding
Garden/Walkup Apartment	[]						Stove	Yes	No			Stucco
High-Rise	[]						W/D Connections	Yes	No			
Mobile Home	[]						Air Conditioning	Yes	No			

* Other could be the unit is close to transportation, schools, shopping, etc...

Cooking Type	Heating Type	Hot Water Heater Type	Water Type	Sewage Type
E <input type="checkbox"/> NG <input type="checkbox"/> Other <input type="checkbox"/>	E <input type="checkbox"/> NG <input type="checkbox"/> Other <input type="checkbox"/>	E <input type="checkbox"/> NG <input type="checkbox"/> Other <input type="checkbox"/>	City <input type="checkbox"/> Well <input type="checkbox"/>	City <input type="checkbox"/> Well <input type="checkbox"/>

Note- Type indicates gas, electric, wood, etc...

Location of Unit: _____
(Sub-division name or other specific location indicator)

Quality of Unit: Excellent Good Average Minimum HQS
 As compared to currently assisted units: (Excellent, Good, Average, Minimum HQS)

Owner Information

Name : _____ Address: _____
 City: _____ State: _____ Zip Code: _____ Phone#: _____

Agent Information

Name : _____ Address : _____
 City: _____ State: _____ Zip Code: _____ Phone#: _____

Place Picture Here
7/6/98

Request for Tenancy Approval

Housing Choice Voucher Program

U.S. Department of Housing and Urban
Development Office of Public and Indian Housing

OMB Approval No. 2577-0169
(Exp. 9/30/2002)

Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain benefit from the Federal Government. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Authority (PHA) SC State Housing Finance & Development Authority Rental Assistance Division 919 Bluff Road Columbia, SC 29201	2. Address of Unit (Street address, apartment number, city, State & zip code) _____ _____ _____
--	---

3. Requested Beginning Date of Lease <small>(mm/dd/yyyy)</small>	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amount	8. Date unit available for inspection
--	------------------------------	----------------------------	-------------------------	-----------------------------------	--

9. Type of House/Apartment
 Single Family Detached
 Semi-Detached / Row House
 Manufactured Home
 Garden / Walkup
 Elevator / High Rise

10. If this unit is subsidized, indicate type of subsidy:
 Section 202
 Section 221(d)(3)(BMR)
 Section 236 (Insured or noninsured)
 Section 515 Rural Development

11. Utilities and Appliances. Circle "O" if provided/paid for by Owner or "T" if provided/paid for by Tenant. Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.				Do not write in box. For Authority use only.					
Item	Specify fuel type	Provided by						Paid by	
Heating	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle Gas <input type="checkbox"/> Electric <input type="checkbox"/> Other	O	T					O	T
Cooking	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle Gas <input type="checkbox"/> Electric <input type="checkbox"/> Other	O	T					O	T
Water Heating	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle Gas <input type="checkbox"/> Electric <input type="checkbox"/> Other	O	T					O	T
Other Electric		O	T					O	T
Water		O	T					O	T
Sewer		O	T					O	T
Trash Collection		O	T					O	T
Air Conditioning		O	T					O	T
Refrigerator		O	T					O	T
Range/Microwave		O	T					O	T
Other		O	T					O	T
Total Utility Allowance									

12. Owner's Certification. By executing this request, the owner certifies that:

a. The most recent rent charged for the above unit was:
\$_____ per month. This rent included the following utilities

The reason for any difference between the prior rent and the proposed rent in Block 6 is:

b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

c. Check one of the following:
 The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State or Tribal certification program.
 A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard pamphlet to the family.

13. State Housing Finance and Development Authority Determinations:
a. The Authority has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.
b. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.
c. The Authority will arrange for inspection of the unit and will notify the owner and family as to whether or not the lease and unit will be approved.

Print or Type Name of Family		Print or Type Name of Owner or Other Party Authorized to Execute the Lease	
Signature(s) of Head of Household		Signature(s) of Owner / Agent	
Present Telephone Number (Include Area Code)	Date (mm/dd/yyyy)	Telephone Number (Include Area Code)	Date (mm/dd/yyyy)
Present Address of Family (Physical)		Business Address	

Previous editions are obsolete

Form HUD-52517 (7/2000)
Ref. Handbook 7420.8

Do not write below the line.				For Authority use only.	
New Family mailing address		New Home Telephone # (Include Area Code)		Contract Rent	
		Square footage (approx) _____		Security Deposit	
		# of Bathrooms 1 2 3 4 _____		Date RTA received	
		Bedrooms Certified 1 2 3 4 _____			
		Moving to unit? Yes No			
County	HPC approving unit for the Authority	Date Inspected	Date passed HQS	Lease date	

Instructions for completing the Request for Tenancy Approval

Tenant Family

- A. Housing Choice Voucher Program This space is for Authority use only.
- B. Carefully read the form. If you have questions, please ask your Housing Program Coordinator.
- C. Print in ink as neatly and clearly as possible.
- D. Clearly print your name, telephone number and current address at the bottom of the form.
- E. Do not complete the rest of the form. After the form is completed, the Head of Household and the Owner/Landlord need to sign and date the form.

Owner/Landlord

- A. **Do not write in the box on the right side of the form or below the line at the bottom of the form.**
This space is for Authority use only.
- B. Carefully read the form, especially sections 12 and 13.
- C. Print in ink as neatly and carefully as possible.
- D. Clearly print your name, telephone number and business address at the bottom of the form.
- E. After the form is completed, the Head of Household and the Owner/Landlord need to sign and date the form.
- F. Complete the following sections
 - a. Print the unit address in the format used by the postal service. Use the 9-digit zip code if possible.
 - b. Print the date that the unit would be ready and the family could move in. The actual lease date may be different.
 - c. Print the number of bedrooms in the unit.
 - d. Print the date the unit was built. If you are unsure, talk to the HPC before completing this line.
 - e. Print the monthly rent you are requesting.
 - f. Print the security deposit you are requesting. The security deposit must be the lesser of one month's rent or what you normally charge other tenants in similar units.
 - g. Print the date that the unit will be available for the Housing Quality inspection. All repairs (if any) must be complete prior to scheduling an inspection. An inspection will be scheduled with 15 days after the unit is ready.
 - h. Check the appropriate unit type.
 - i. Check the appropriate housing subsidy (if any) type.
 - j. Utilities –
- G. Check the appropriate fuel used.
- H. Based on whether you or the tenant will provide the appliances, circle "O" for Owner/ Landlord or "T" for Tenant Family in the "Provided by" column.
- I. Based on whether you or the tenant will pay the utility bill, circle "O" for Owner/Landlord or "T" for Tenant Family in the "Paid by" column.
- J. The form must be signed and dated by both the Head of Household and the Owner/Landlord.
- K. The Owner/Landlord will also need to complete an IRS form W-9 for tax reporting purposes.

Owner/Landlord Certification Concerning the Rental Unit on the Request for Tenancy Approval

Lead Based Paint

- Any lead based paint on applicable surfaces has been treated and/or covered as required. The family has been provided the proper disclosure information as required by Federal law (see Section 12. c. on the front of this form.)

Water Heater

- Water heater(s) have a properly installed pressure release valve and drain line.

Renting to Relatives *

- No member of the assisted family is related to any of the owner(s) of this property.
Relatives include – Parent, Child, Grandparent, Grandchild, Sister or Brother.
* An exception to this rule may be requested by the family, in writing, as a reasonable accommodation for a disabled family member.

Mobile Homes (includes manufactured and modular)

- The unit has been set-up and is anchored (tied down) in compliance with standards set by The South Carolina Manufactured Housing Board.

As Owner/Landlord, I hereby certify that as of this date, the items checked above are true and correct.

Owner/Agent Name (Please Print)

Owner/Agent Signature

Date

Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

Comments:

SC State Housing Finance and Development Authority
HUD Section 8 Voucher, Certificate and Moderate Rehabilitation
Utility Allowance Schedule

**Cherokee, Clarendon, Colleton, Dillon, Dorchester, Fairfield, Kershaw
Lee, Lexington, Spartanburg and Williamsburg Counties**

	ATTACHED				DETACHED			
	<u>1BR</u>	<u>2BR</u>	<u>3BR</u>	<u>4BR</u>	<u>1BR</u>	<u>2BR</u>	<u>3BR</u>	<u>4BR</u>
Utility Allowance (Eff Date 1-1-2002)(Updated 7-1-01)								
Heating								
Electric	20	23	36	46	28	35	40	41
Natural Gas	18	26	36	46	35	37	44	46
Other	(A)				30	39	43	45
Cooking								
Electric	2	3	4	6	2	3	4	6
Natural Gas	4	4	6	10	4	4	6	10
Other	8	10	10	12	8	10	10	12
Water Heating								
Electric	12	19	22	22	12	19	22	22
Nat/LP Gas	12	17	19	23	12	17	19	23
Other Electric								
	21	32	41	47	21	32	41	47
Water								
	12	15	19	24	12	15	19	24
Sewer								
	14	19	23	29	14	19	23	29
Trash Collection								
	5	5	5	5	5	5	5	5
Air Conditioning								
	9	14	18	24	14	15	20	21
Refrigerator								
	3	3	3	3	3	3	3	3
Range								
	3	3	3	3	3	3	3	3

Note A: - If the unit uses a fuel not listed, use the highest utility allowance from the listed fuels.

Lead-Based Paint Procedures

