# MEMPHIS HOUSING AUTHORITY

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A Guide to Landlord Participation



Welcome to Memphis Housing Authority's (MHA) Housing Choice Voucher program. This guide provides helpful information about how the Housing Choice Voucher (HCV) program operates and offers opportunity for low-income families.

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700 Adams Avenue Memphis, Tennessee 38105 (901) 544-1347 (phone) www.MemphisHA.org

It is the policy of the MHA to comply with all federal, state and local non-discrimination laws, rules and regulations governing fair housing and equal opportunity in housing and employment now in effect and subsequently enacted.







#### Welcome to the Memphis Housing Authority's Housing Choice Voucher Program!

Great Landlords and Property Owners like you are central to the success of this program and to the Memphis Housing Authority (MHA) and to the families participating in the Housing Choice Voucher (HCV) program who call your properties home. I cannot stress enough that it is through your willingness to partner with us that we are able to assist families in need. Without you, the HCV program's primary goal of providing affordable housing to these families would not be possible.

The HCV program benefits all parties involved: the Landlord, the Family, and MHA. The Family benefits in that they can afford housing in the unit of their choice within Shelby County, while the Landlord benefits by the contractual agreement providing Housing Assistance Payments (HAP) to you for eligible families; and in turn, MHA achieves our mission to provide housing opportunity through funding received from the federal government. This allows us all to partner in a spirit of excellence to support families, improve lives and promote self-sufficiency. The HCV program also impacts the local economy through the millions of dollars in the HAP provided to local property owners and agents.

This guide summarizes not only the rules and regulations of the HCV program, but also provides you with a step-by-step guide to achieving your goals and objectives as a landlord. From frequently asked questions about everything from how HAP contracts work and are paid, to commonly failed Housing Quality Standards (HQS) and more, this guidebook will pave the way to your success as an HCV Landlord.

Thank you for your interest and continued participation in the Memphis Housing Authority Housing Choice Voucher program!



Marcia E. Lewis, Chief Executive Officer

#### An Overview of the Housing Choice Voucher Program

The Housing Choice Voucher (HCV) program is a federally funded program that assists very low-income families, the elderly, veterans and disabled families to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants are able to find their own housing, including single-family homes, townhouses and apartments. HCV Participants are free to choose any housing that meets the requirements of the program.

Housing choice vouchers are administered locally by public housing agencies (PHAs). PHAs receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program. The Memphis Housing Authority (MHA) is the housing agency that administers the HCVP in Shelby County, TN.

A person or family selected to participate in HCVP is issued a rental voucher and is then free to locate a private rental market dwelling unit suitable to the family's needs and desires. Once the family selects a unit, MHA must inspect the unit before initial leasing and at least every two years thereafter, to ensure that the unit meets HUD's Housing Quality Standards (HQS). Once the unit passes a HQS inspection and MHA determines that the requested rent is reasonable and affordable, a lease (with HUD's tenancy addendum) is executed between the tenant and landlord. MHA is not a party to the lease. Then, MHA will enter into a Housing Assistance Payment (HAP) Contract with the Owner who leases the unit to the family. Thereafter, MHA pays a portion of the rent - a housing assistance payment - to the owner on behalf of the family.

Under the Housing Choice Voucher program, the family is generally required to pay approximately 30% of adjusted monthly income toward rent and utilities. The HAP made by MHA to the Owner pays the remainder of the rent not paid by the tenant.



## **Contacting the Housing Choice Voucher Department**

Call the **HCVP Customer Service Center** at **(901) 544-1347** anytime during regular business hours. Dedicated HCVP Customer Service Representatives are ready to assist with all HCVP inquiries.

For your convenience, most inquires can be handled via email and/or telephone.

#### Phone: 901-544-1347



Email:

HCV SERVICE	EMAIL ADDRESS	
Customer Service – general inquiries	HCV.customerservice@memphisha.org	
HAP Contracts	HCV.contracts@memphisha.org	
Inspections	HCV.inspect@memphisha.org	
Family Self-Sufficiency	HCV.fss@memphisha.org	
Portability	HCV.port@memphisha.org	
Request for Tenancy Approval (RTA)	HCV.rfta@memphisha.org	
Finance	HCV.finance@memphisha.org	
Recertification – annual reexams & interim changes	HCV.recert@memphisha.org	
HCV FAX LINE: (901) 544-1375		

#### **HCV** Program - Office Hours

Monday: 8:00 a.m. - 4:00 p.m. (walk-ins)

Tuesday - Thursday: 8:00 a.m. - 2:00 p.m. (appointments only).

Friday: 8:00 a.m. – 12:00 p.m. (appointments only).

Last Friday of the Month: HCV Office is closed for administrative purposes.

#### Terms You Should Know

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

**Domestic violence**: Felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**Eviction**: The dispossession of the tenant by the unit owner (in accordance with a court order) from the leased unit as a result of the termination of the lease, for serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the tenant obligations set forth in HUD regulations, Federal, and Tennessee law, or for other good cause.

**Extremely Low Income Family**: A family whose Annual Income does not exceed the higher of the Federal poverty level or 30% of the median income for the area, as determined by HUD with adjustments for family size.

**Family Share**: The full amount of housing costs (rent and utilities) for which the family is responsible to pay.

**Family Rent to Owner:** The amount paid by the family that is calculated by subtracting the amount of the housing assistance payment to the owner from the rent to owner.

**Extremely Low-Income Family:** A family whose annual income does not exceed 30% of the area median income or the Federal poverty level, whichever is higher.

**Head of Household**: An adult, 18 years of age or older, whom the members of the family have routinely looked to as the head of the family, and who is legally competent to sign a binding contract.

Housing Assistance Payment: The monthly assistance payment a PHA makes to the owner for the rent to owner under the family's lease. This may include an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing Assistance Payments (HAP) Contract: A written agreement between a PHA and a housing owner for the purpose of providing assistance to the owner on behalf of the eligible family under the voucher program. The HAP contract defines the responsibilities of both the PHA and the owner.

**Housing Choice Voucher:** A written document issued by a PHA to a family selected for admission to the Housing Choice Voucher program that describes the program and procedures for PHA approval of a unit selected by the family.

Housing Quality Standards: Minimum performance and acceptability requirements for housing assisted under the Housing Choice Voucher program.

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

**Landlord:** Either the owner or the owner's designated representative or managing agent.

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

**Low Income Families:** A family whose annual income does not exceed 80% of the median income for the area, as determined by HUD with adjustments for family size.

**Monthly Adjusted Income:** 1/12 of Annual Adjusted Income.

Monthly Income: 1/12 of Annual Income.

**Participant:** A family that has been admitted and is currently being assisted in the Housing Choice Voucher Program.

**Owner:** The legal possessor of property.

**Overcrowded Household:** A participant family with an insufficient number of bedrooms for the number of persons in the family, according to the HQS defined in the regulations.

**Overhoused Household:** A participant family with a greater number of bedrooms than required for the family members.

**Recertification:** The process of securing total family income used to determine the rent a family will pay for the next 12 months, unless interim changes are reported by the family.

**Rent to Owner:** The rent charged by the owner in the lease, including owner paid utilities.

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

**Sexual assault:** Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

**Stalking:** Engaging in a course of conduct directed at a specific person that would cause a

MHA: Memphis Housing Authority.

**Minimum Rent:** The minimum monthly rent contribution to be paid by a family assisted under the Housing Choice Voucher program. The minimum rent established by MHA is \$50 per month.

reasonable person to (1) Fear for the person's individual safety or the safety of others; (2) Suffer substantial emotional distress; (3) Fear for the person's individual safety or the safety of others; or (4) Suffer substantial emotional distress.

**Tenancy Addendum:** An addendum that is required to be attached to the tenant's lease and includes provisions necessary as a result of the tenant's participation in the Housing Choice Voucher program.

**Total Tenant Payment:** An amount equal to 30 percent of the family's monthly-adjusted income; 10 percent of the gross monthly income of the family occupying the dwelling unit; or the monthly minimum rent of \$50, whichever amount is greater.

**Utility Allowance:** An amount determined by MHA as an allowance for the cost of utilities (except telephone and cable TV) payable directly by the tenant.

**Utility Reimbursement:** The amount by which the Utility Allowance for the unit exceeds the Family Share (negative rent).

**VAWA:** The Violence Against Women Act as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.).

**Very-Low Income Family:** A family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for family size.

#### How The Program Works: The Process Overview



# **Roles and Responsibilities**

Each partner—HUD, MHA, Participant and Owners—has different obligations under the Housing Choice Voucher Program.

#### HUD:

- ✓ Allocates HCV program funds to MHA.
- ✓ Contracts with MHA to administer the HCV program.
- ✓ Develops the rules and regulations of the HCV Program.

#### MHA:

- ✓ Administers the HCV program and assists families with the portability process as needed
- ✓ Enters into a HAP contract with the owner to provide housing assistance payments on behalf of the family
- Terminates the HAP contract and assistance payments if the landlord fails to meet the owner's obligations
- ✓ Determines initial and continued eligibility for applicants and participants.
- ✓ Terminates program assistance to families for failure to comply with family obligations.
- ✓ Reexamines the family's income and composition at least annually
- ✓ Inspects each unit initially and at least every two years in accordance with housing quality standards

#### Family/Tenant:

- ✓ Searches for and selects a housing unit of its choice
- ✓ Pays the landlord a security deposit if required
- ✓ Becomes the tenant when the lease, including the <u>HUD Tenancy Addendum</u>, is signed with landlord
- ✓ Complies with the lease, HCVP requirements, and family obligations
- ✓ Pays its share of rent on time every month
- ✓ Maintains the unit in good condition
- ✓ Notifies MHA of any changes in income or family size, and when requesting to move
- ✓ Allows MHA entry to inspect the unit
- ✓ Agrees to abide by the rules of the program

#### **Owner/Landlord**:

✓ Provides decent, safe, and sanitary housing to a tenant at a reasonable rent

- ✓ Ensures the dwelling unit meets HUD's housing quality standards initially and as long as the owner receives housing assistance payments.
- ✓ Provides the services agreed to as part of the lease signed with the tenant and the HAP contract signed with MHA
- ✓ May not be related to the tenant (unless MHA has approved a reasonable accommodation for the family)
- ✓ Does not accept side payments
- ✓ Abides by the HAP contract and enforces the lease
- ✓ Performs all management and rental functions for the assisted unit, including selecting the tenant and screening the tenant.
- ✓ Maintains the unit in accordance with Housing Quality Standards at all times.
- ✓ Performs ordinary and extraordinary maintenance.
- ✓ Complies with equal opportunity requirements.
- ✓ Complies with VAWA (Violence Against Women Act) requirements.
- ✓ Prepares and furnishes MHA-required information.
- ✓ Collects from the family a reasonable security deposit, tenant portion of the rent and other charges for maintenance, damages, etc.
- ✓ Enforces tenant obligations under the lease.

# FAIR HOUSING RIGHTS

Under Fair Housing Laws, every citizen is assured the opportunity to live anywhere that he or she wants and can afford to live. It is against the law to discriminate against individuals and families in housing on the basis of the following:

- Race
- Color
- National origin
- Religion
- Sex/Gender
- Familial Status (e.g. divorced, children in household)
- Handicap/Disability (physical or mental)

The City of Memphis Fair Housing Ordinance also prohibits discrimination in the rental or sale of houses or apartments with the city limits of Memphis on the basis of:

- Source of Income (e.g. rent supported by Section 8 voucher)
- Age

The Fair Housing Ordinance applies to all housing units in Memphis, regardless of unit size or occupancy. For example, it is a violation of the Fair Housing Laws to:

- Refuse to rent a property to a qualified applicant;
- Refuse to make repairs to a property because some, or all, of the applicants or tenants fall within a protected class;
- Offer different terms, conditions, price or privileges for the rental of a property;
- Tell an applicant that housing is not available when it is available;
- Advertise housing only to a preferred group or class of people;
- Limit the rental of unit based on the source of income, e.g. "No Section 8" or "Not Accepting Section 8".

Fair Housing laws do not require owners to rent to all individuals or families who want to rent one of their units. Rental unit owners have the right to screen applicants based on reasonable selection rules and practices. However, the selection rules and practices must treat all applicants and tenants equally. Owners may require a prospective tenant to undergo a screening process that includes, but is not limited to:

- Completing an application;
- Reviewing prior rental history (e.g. on-time payment of rent, evictions)
- Conducting a criminal background check;
- Checking credit history and personal references.

## **OWNER QUALIFICATIONS**

MHA does not have to formally approve an owner to participate in the HCV program; however, there are a number of criteria where MHA may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues. No owner has a right to participate in the HCV program.

MHA may disapprove the owner for any of the following reasons:

- The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- The owner has engaged in any drug-related criminal activity or any violent criminal activity;
- The owner has a history or practice of non-compliance with the HQS for units leased under the participant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
- The owner has a history or practice of failing to terminate tenancy of participants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the participant, any member of the household, a guest or another person under the control of any member of the household that: (i) Threatens the right to peaceful enjoyment of the premises by other residents; (ii) Threatens the health or safety of other residents, of employees of MHA, or of owner employees or other persons engaged in management of the housing; (iii) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or (iv) Is drug-related criminal activity or violent criminal activity;
- The owner has a history or practice of renting units that fail to meet state or local housing codes; or
- The owner has not paid state or local real estate taxes, fines, or assessment.
- The owner has recently received payments for subsidy of a unit on which foreclosure and displacement of a participant occurred.
- MHA utilizes direct deposit as the method of payment of HAP obligations. Owners are required to provide a Tax Identification Number (TIN) or a Social Security Number that matches their banking information. MHA will not enter into a contract where the owner is unable to establish a TIN/SSN that matches names or entities identified on ownership documents or where the owner elects not to accept direct deposit.
- When HUD has informed MHA that disapproval is required because:
  - Owner has been disbarred, suspended, or subject to a limited denial of participation
  - Federal government has instituted an administrative or judicial action against the owner for violating the Fair Housing Act or other federal equal opportunity requirements and such action is pending;
  - Court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

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

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, MHA may debar

or suspend the owner from future participation in the HCVP. MHA may terminate some or all contracts with the owner.

In considering whether to disapprove owners for any of the reasons listed above, MHA will consider any mitigating factors. Such factors may include, but are not limited to:

- The seriousness of the violation in relation to program requirements;
- The impact on the ability of families to lease units under the program; and
- The health and safety of participating families.

MHA will only enter into a contractual relationship with the legal owner or their designated representative of a qualified unit. If a party other than the owner will manage the property, the owner must provide:

- Drivers' license or state ID
- Management Agreement, if applicable
- A written statement specifying the designee(s), signed by the owner.

No tenancy will be approved without acceptable documentation of legal ownership, including, but not limited to:

- Deed or mortgage agreement;
- HUD settlement statement; or
- Proof of taxes for most recent year.

#### BENEFITS FOR OWNERS PARTICIPATING IN THE HCV PROGRAM

The HCV Program can be part of a successful residential property management strategy. Good owners and landlords who maintain decent, safe HQS-compliant units are critical to the success of the program and to the families participating in the HCV program. MHA seeks to provide landlords with all the benefits of the HCV program in a professional, courteous and compliant manner. Working together, we together can improve service delivery, information clarification, and communication to ensure a successful HCV program.

#### **Owner Benefits**

- ✓ On-time rental payments. MHA's payments are dependable. MHA pays a portion of the rent on time every month when the unit and tenant are in compliance.
- Free Initial and On-Going Inspections MHA performs initial and biennial inspections to make sure the property is kept in decent, safe, and sanitary condition in accordance with federal Housing Quality Standards (HQS).
- ✓ Free and convenient online Portal. The Owner Portal is available to you <u>at any time or place</u> with internet access you can use your smart phone, tablet or computer.



# Landlord Login

Email
Password
C Remember Me Login
Click here to register Forgot password?
Manager and Owners Terms and Conditions

✓ Free Online Advertising - You may list your units at no cost on the <u>TNHousingSearch.org</u> website. HCV participants are also referred to this site to locate available units.



- ✓ Pre-screened families MHA screens families for program eligibility and for criminal violent and drugrelated crimes in the last 5 years.
  - o Lifetime registered sex offenders are banned.
  - People convicted of producing methamphetamines in federal housing are banned.
- ✓ You are part of the solution to provide affordable decent housing for low-income families within the community.

## THE LEASING PROCESS: AN OVERVIEW



**Step 1 – Voucher Issuance:** The voucher is the family's approval to search for housing, which confirms the unit size for which the family qualifies, and includes both the date the voucher is issued and when it expires. In addition, the voucher contains a brief description of how the program works and explains the family obligations under the program. The voucher is evidence that MHA has determined the family to be eligible for the program, and that MHA expects to have money available to subsidize the family if the family finds an appropriate unit.

Vouchers are active for 60 days and expire on the expiration date. The Request for Tenancy Approval (RTA) Form will not be accepted after the voucher expiration date. Voucher extensions may be granted on a case-by-case basis.

A prospective tenant may come to you with a Housing Choice Voucher and a Request for Tenancy Approval. The HCVP does not screen for tenancy suitability; that is the job of the owner. Even though the family is determined to be eligible for the program, the owner must approve the family as suitable tenants. MHA does not screen for tenancy.

After a HCVP participant selects your unit, there are a few simple steps to start receiving housing assistance payments (HAP) from MHA on behalf of your HCVP tenant.

**Step 2 – Submit Request for Tenancy Approval (RTA):** The RTA requests basic information about the unit, including type, bedroom size, monthly rent, type of utilities and who is responsible for paying utilities. Complete and submit the RTA packet; both the owner and tenant must sign the RTA before it is submitted. Be sure to provide a valid email and day time phone number where you can be reached.

**Step 3 – Initial Inspection**: MHA contacts you to schedule an inspection. Ensure your unit is ready for the initial inspection—utilities on, owner-provided appliances working, move-in ready. HUD's HQS Inspection Checklist tells you what MHA will be looking for during the inspection.

- ✓ Charge only a market-comparable rent.
- ✓ Include HUD's Tenancy Addendum as part of your lease with the tenant.
- ✓ Upon MHA unit approval of the unit and rent, sign and return the Housing Assistance Payment Contract.

**STEP 4 - Rent Reasonableness & Affordability:** When the unit passes inspection, MHA reviews rent to make sure it is reasonable compared to similar units in the community. MHA will not approve a unit until the landlord and MHA have agreed on the rent amount. MHA allows the landlord no more than two (2) business days to settle the unit rent amount with MHA. A landlord's failure to settle a unit rent amount with MHA within two (2) business days will result in the cancellation of the RTA.

Participants cannot pay more than 40% of their monthly income for the initial year. MHA will make rent offers based on a participant's income and area rent comparability. Comparability is established using the following:

- Location
- Quality
- Size
- Unit Type
- Age

MHA may require owners to provide information about the rents charged for other units within the same zip code or if the premises include more than four units.

**Step 5 – Execute the Lease and Tenancy Addendum and Collect Security Deposit:** After the unit passes inspection, a HCVP staff person will contact the owner and family to establish a move-in date and to obtain the signed lease agreement and tenancy addendum. The owner must provide the lease to MHA, including any revisions agreed to by the owner and tenant, and tenancy addendum. If the lease is incomplete or incorrect, MHA will notify the family and the owner of the deficiencies. Missing and corrected lease information may be submitted by mail to the HCV Office or by e-mail at hcv.contracts@memphisha.org.

The lease is the binding contract between the owner and the tenant. The Tenancy addendum is required to be attached to the tenant's lease and includes provisions necessary as a result of the tenant's participation in the Housing Choice Voucher program.

## Security Deposit

The owner may collect a security deposit from the participant. The owner determines the amount of the deposit in accordance with local practices. MHA prohibits security deposits in excess of private market practice or in excess of amounts charged to unassisted tenants. MHA assumes no liability for damages, unpaid rent or vacancies.

# **Owner Responsibilities under the Lease Agreement**

- Provide all housing services as agreed to in the lease.
- The lease must be a 1-year term initially. After the first year, the lease generally renews on a month-to-month basis, unless otherwise indicated.
- During the initial term of the lease, the owner may not raise the Contract Rent.
- After the initial term of the lease, the owner must notify MHA of any changes (increase or decrease) in the amount of the Contract Rent at least 60 days prior to the anniversary date of the Housing Assistance Payment Contract (HAP). MHA will determine whether the requested change is reasonable and will notify the owner, in writing prior to the rent increase/decrease effective date.
- The lease can be terminated by either the owner or the participant. However, the participant cannot terminate the lease unless:
  - The participant has received authorization from owner;
  - o There are circumstances associated with Violence Against Women Act; and/or
  - There is an emergency situation that has been identified by MHA.
- The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- If the lease terminates for any reason, the HAP contract automatically terminates on the same date.

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Amenities Housing Services Maintenance Utilities provided by the Owner

# Step 6: Execute the Housing Assistance Payment Contract

The HAP Contract is the binding agreement between the owner and MHA, and specifies the amount of rental subsidy that MHA will be paying for the duration of the contract. Signing the HAP contract means the owner agrees to comply with program rules and regulations outlined in the contract. MHA agrees to make payments to the owner on behalf of the family in accordance with the terms of the HAP contract.

MHA prefers that the unit passes inspection and the HAP contract is executed before the owner allows the family to move in. The HAP contract is not effective until the unit has passed HQS. MHA is not responsible for any part of the rent prior to the date the unit passes inspection and the HAP contract is fully executed.

MHA makes every effort to execute the HAP contract with the owner as quickly as possible on or after the unit passes inspection and all required documents have been submitted. If the HAP contract is not executed and/or required documents are not received within 60 days of the HAP effective date, MHA will void the HAP contract.

Notable provisions about the HAP contract:

- The HAP Contract lists the amount of rent that MHA will pay to the owner on behalf of the family.
- The family is **NOT** responsible for the portion of the rent listed on the HAP contract and paid by MHA.
- The family is **ONLY** responsible for paying its portion of the rent stated in the lease.
- This means that requesting or accepting "side payments" from the family is considered fraud.
- The owner may be terminated for failure to maintain owner-provided utilities and HQS, and illegal activity such as fraud, bribery, violent and drug related crime

#### Step 7 – Receive HAP Payments

Once the tenant moves in and the HAP Contract is executed, MHA will process housing assistance payments to the owner. MHA will make Housing Assistance Payments to the owner in accordance with the terms of the HAP Contract, as long as the family continues to occupy the unit and the contract is not in violation. By accepting the monthly HAP payment, the owner certifies that (1) the family is still in the unit, (2) the owner is in compliance with the contract, (3) the unit is HQS compliant, and (4) the rent to the owner is not more than the rent charged by the owner for comparable unassisted units.

Housing Assistance Payments will be placed on hold if:

- The unit fails HQS;
- Ownership of the unit has changed;
- Unit ownership is in question;
- Any other reason MHA determines that the HAP contract may have been breached

# **Direct Deposit**

MHA makes all Housing Assistance Payments via direct deposit and provides owners new to the HCV Program with the necessary Direct Deposit Authorization documents during the leasing process. The following documents are required to initiate HAP direct deposit:

- Direct Deposit Authorization Agreement Form
- IRS Form W-9 (Request for Taxpayer Identification Number and Certification)

• Voided check, deposit slip or bank account verification letter.

It takes approximately 45 days for direct deposit to take effect. Owners will receive a paper check until direct deposit is initiated.

Once direct deposit is established, please be sure to notify MHA, in writing, if there are any changes in the owner's address, e-mail address, bank, or bank account where payments are deposited.

# **Right to Recoup Amounts Paid**

If a HAP contract is terminated after a payment has been made or it is determined that an owner accepted payments for a unit not occupied in accordance with the terms of the HAP contract, MHA may recoup amounts paid erroneously by withholding any payment owed to that owner, even if the payment owed is for another HCV participant. In limited circumstances, such as MHA error, an owner may have the option to enter into a repayment agreement with MHA to pay amounts owed to MHA. MHA may deny any new RTA for an owner who has a balance outstanding to MHA or withhold HAP payments on new contracts until outstanding balances have been satisfied. MHA may also pursue other means of collection for debts owed the PHA.

# MANAGING YOUR PROPERTY: AN ONGOING PROCESS

Managing your property in the HCV program in an ongoing process. There a number of key process and procedures that can assist in the successful management of your property.

# Reexaminations

MHA conducts, at least annually, a reexamination of income, assets, expenses and family composition to determine the participant's eligibility and level of housing assistance. If there is a change in the participant's eligibility or level of housing assistance, a written notice will be mailed to the owner advising of the change.

# **Family Moves**

A family may request to move to a new unit if:

- The initial term of the lease has expired and proper notice has been given to the landlord;
- The lease for the family's unit has been terminated by mutual agreement of the owner and the family;
- For non-lease violations only: the owner has given the family a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family.
- The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or family member (VAWA).

Participants are not permitted to move in the first term of the lease or while in any subsequent lease term unless the owner and family mutually agree to do so. If the owner refuses to a mutual rescission, the family will not be allowed to move unless MHA otherwise determines VAWA or other health and safety provisions prevail. Participants will not be permitted to move more than once in a 12-month period unless required to do so by MHA to meet HQS or other program objectives, to protect the health or safety, or in the case of an emergency.

A participant family who wants to move, must vacate the unit in compliance with the lease (e.g. provide landlord with adequate notice), except in case of VAWA. MHA will not unduly deny the issuance of a voucher based on an owner's report of non-compliance that has existed prior to the tenant's request, i.e. The owner reported that the tenant has owed rent for several months, but has not previously notified MHA nor has taken legal action.

# **Required Moves**

MHA may require participant families to move from one unit to another unit if:

- MHA has terminated the unit for the owner's breach of the HAP contract or unit is in foreclosure;
- MHA determines that the family's current unit does not meet the HQS space standards because of an increase in family size or a change in family composition.
- The unit is not in compliance with HQS.

# **Rent Increases**

At all times during the assisted tenancy, the rent to the owner may not exceed the reasonable rent as most recently determined or re-determined by MHA.

After the initial term of the lease, the owner may request a rent increase according to the terms in the lease and HAP contract. All rent increases must be submitted in writing to MHA by the owner, along with a copy of the rent increase notice to the participant. The owner must provide 60 days advance notice to the participant and the rent increase must be requested in MHA's approved format.

A rent increase request may price the unit out of the participant's range of affordability. Therefore, MHA requires that the owner also provide written notification of the proposed new rent to the participant and that both MHA and the participant approve the increase. If the participant does not agree with the increase, they may request moving papers from MHA and give proper notice to the owner of their intent to vacate the property.

# **Ownership Changes**

MHA must receive a written request by the initial owner in order to change the HAP Contract payee and/or the address to which payment is to be sent. In the event prior written consent was not requested nor granted, the HAP contract is terminated.

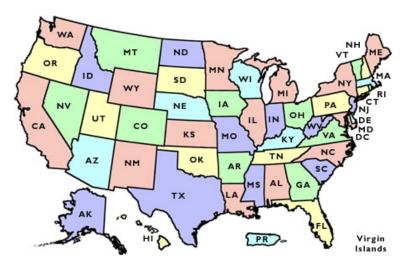
When a change in ownership occurs, the new owner legally assumes the current lease and the current HAP contract. At MHA's or the new owner's request, a new HAP contract may be executed, however the lease terms remain the same and new HAP term matches the existing lease. MHA is not responsible for funds already disbursed to the former owner.

# PORTABILITY

Portability allows a participant family to move anywhere in the United States where a housing authority operates a Housing Choice Voucher Program.

#### MHA JURISDICTION

MHA operates in Shelby County, Tennessee, which includes the City of Memphis.



# **INCOME AND RENT DETERMINATION**

Applicants are determined eligible for the Housing Choice Voucher Program based on their annual income. After families determined to be income-eligible for the Housing Choice Voucher Program, they will pay no more than 40 percent of their monthly income towards rent.

The annual gross income is calculated for every member of the household.

- HUD requires MHA to use the largest of the following amounts to determine the family's **total tenant payment (TTP).** This is the total amount a tenant pays for rent and utilities:
  - o 30% of adjusted income (and any difference if you choose a unit over the payment standard)
  - 10% of monthly non-adjusted income
  - Minimum Rent: MHA's minimum rent is \$50.
- The **maximum subsidy** is:
  - The Payment Standard minus the total tenant payment OR
  - **Gross rent** (rent to owner plus utility allowance) minus the total tenant payment



- Adjusted income. Adjusted income is all income and assets minus any deductions.
  - **Income**: All family member income is considered the full amount before any payroll deductions of wages and salaries, unemployment compensation, pension, alimony SS/SSI, TANF, child support, contributions and more.
  - **Deductions**: A family may receive deductions from the annual income for dependents, an elderly or disabled household, reasonable and unreimbursed annual childcare costs, certain unreimbursed disability assistance expenses and medical costs.
- **Payment Standard.** HUD determines the maximum amount MHA can subsidize a tenant's rent. The payment standard is based on the lower of voucher size issued or actual unit size.
- Utility Allowance. Rent may include utilities or it may not. If it does not, the tenant you may receive a utility allowance.
- **Rent to Owner.** This is the total rent paid to the owner. It is the gross rent minus the utility allowance if utilities are not covered in the rent amount.
- **Tenant Rent.** This is the amount paid directly to the owner for rent, and utilities if utilities are part of the rent.

# **RENT DETERMINATION: AN EXAMPLE**

The following is an example to help you understand how rent is determined.

#### The Brown Family

Bobby Brown has Annual Income of **\$15,000**. He has single-person family and was issued a 1-bedroom voucher. He found a 1- bedroom townhouse that he likes at 123 Anytown Place. The owner is proposing to rent the unit for \$700 per month. Based on the unit configuration and utility assignment, the Utility Allowance for the unit will be \$80 per month.

In this example, the TTP is calculated as follows:

Adjusted Income: \$15000	Monthly Adjusted Income: \$1250

#### **Total Tenant Payment**

1.	10% of Monthly Unadjusted Income	\$125
2.	30% of Monthly Adjusted Income	\$375
3.	MHA Minimum Rent	\$50

• TTP is the greatest of 10% of monthly unadjusted income, 30% of monthly adjusted income or MHA's minimum rent.

#### Based on Bobby's monthly income, his Total Tenant Payment is \$375.

#### Gross Rent

4.	Contract Rent (+)	\$600			
5.	Utility Allowance	\$80			
6.	6. Gross Rent				
Maxim	Maximum Subsidy				
7.	Payment Standard	\$725			
8.	8. Applicable Payment Standard (Payment Standard Less TTP)				
9.	9. Maximum Allowable Gross Rent (Gross Rent Minus TTP)				
10.	Maximum Subsidy	\$305			

The Maximum amount of subsidy MHA can pay to the owner is \$305.

Total Housing Assistance Payment (HAP Payment)		
11. HAP to Owner	\$305	
12. Utility Payment	\$0	
13. Total HAP	\$305	
The Total HAP to be paid to the owner is \$305.		

## <u>Total Tenant Portion</u> 14. Tenant Rent 15. Total Tenant Portion

The total amount to be paid by the tenant directly to the owner is \$295.

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\$295

\$375

# **DETERMINING BEDROOM SIZE FOR THE VOUCHER**

The intent of HUD requirements is that the smallest appropriate bedroom size be assigned to participant families without overcrowding. MHA does not limit or restrict which family members may share bedrooms. However, as required by HUD, when determining unit size, MHA will attempt to meet HUD's intent and apply the following guidelines.

As a general rule, MHA will issue one bedroom for the HOH and spouse in the household and one bedroom for every two persons thereafter.

Families may choose to rent larger or smaller units than listed on the Voucher as long as the rent reasonableness and Housing Quality Standards (HQS) requirements are met. However, the subsidy and utility allowance will always be based upon the smallest of the size unit rented, or the unit size listed on the family's voucher.

Bedroom Size	No. of Family Members	
	Min	Max
0	1	2
1	1	3
2	2	5
3	3	7
4	4	9
5	5	11
6	6	13

# DETERMINING RENT BURDEN

The family is given a Rent Burden Worksheet which provides their shopping range and maximum subsidy amount.

#### **RENT BURDEN WORKSHEET**

NAME:	CLIENT #:	DATE:	
Rent Shopping Range	<b>\$</b> to	\$	
nent shopping nunge	[Line 8]	[Line 9]	
	*Rent may be less than this amount, however,	*If rent is more than this amount, MHA may	
	subsidy will also be less than the maximum	not be able to assist you at this unit	
	shown.		
Maximum Subsidy	This is the <i>maximum</i> amount MHCVP may pay on your behalf.	\$	
	on your benan.	[Line 4]	

1	Size of Voucher Issued / Number of Bedrooms Allowed	
	Payment Standard	
2	(The amount generally needed to rent a moderately-priced dwelling based on the number of	
	bedrooms.)	

The payment standard and the maximum subsidy does not reflect the proposed rent amount for the unit. The landlord must propose a rent amount and MHA will determine whether the proposed rent is reasonable and affordable.

# THE INSPECTION PROCESS: AN OVERVIEW

Before the HCVP can initiate HAP payments, the unit must comply with the Housing Quality Standard (HQS), and must remain compliant for the entire tenancy of the participant. The goal of the HCVP is to provide decent, safe and sanitary housing at an affordable cost to low-income families. Housing Quality Standards, as established HUD, help MHA accomplish that goal by defining housing standards and establishing the minimum quality criteria necessary for health and safety of program participants.

All assisted housing units must meet HQS in order to participate in the HCV program.

## There are four types of HQS inspections:

- Initial: Commonly known as move-in inspection. The unit must pass the HQS inspection before any Housing Assistance Payments can be paid to the owner; therefore, it is best if the family does not move into the unit before approval.
- **Annual/Biennial:** MHA will inspect each unit under lease at least biennially to confirm that the unit still meets HQS.
- **Special:** A special inspection may be requested between annual inspections by the owner, the family or a third party as a result of problems identified with a unit between annual inspections.
- **Quality Control:** MHA conducts quality control inspections on a sample of units to ensure that HQS is being enforced correctly and uniformly by all inspectors.

MHA may conduct in person inspections or use available technology for virtual remote inspections. Inspection results are generally available **on the Owner Portal** within 24 business hours after the inspection is performed. To access the results, you will need your User ID and Password that is provided to you in the initial set-up notice. If you cannot locate your User ID, please contact the MHA Customer Service Center.

# **Owner and Tenant Responsibilities**

It is the owner's and tenant's responsibility to maintain the unit within HQS compliance throughout the term of assistance. Failure to maintain HQS could result in HAP abatement, HAP contract termination and/or loss of program participation.

#### **Tenant Responsibilities**

The family is responsible for correcting inspection failures caused by:

- Tenant-paid utilities not in service
- Failure to provide or maintain tenant-supplied appliances
- Smoke detector(s) missing
- Blocked window/doors (prevents egress from unit)

MHA may terminate the family's assistance if the family:

- Fails to correct a violation within the period allowed by MHA (and any extensions);
- Fails to allow the owner entry into the unit to complete repairs.

# **Owner Responsibilities**

The owner is responsible for all HQS violations not listed as a family responsibility above. MHA generally conducts no more than two inspections per unit during the biennial inspection process. On occasion, MHA may grant an owner's request for a third inspection. MHA will charge the owner a non-refundable fee of \$100 for conducting a third inspection. The \$100 fee must be paid to MHA prior to scheduling of the third inspection, which will be scheduled within 30 days of the request and payment.

Owners are encouraged to inspect their property periodically during the term of the HAP contract to ensure compliance.

## **Owner Self-Certifications of Repairs**

When a unit has been inspected and fails to meet the Housing Quality Standards, MHA may elect to accept a self-certification signed by the owner and the tenant that the repairs have been completed. Owners and tenants may submit photographs verifying repairs for certain inspections as specified by MHA. Photos will be considered on a case-by-case basis. Units where verification of repair by self-certification and/or photographs are used, may be subject to additional quality control inspections. MHA will not accept selfcertifications when the agency deems it is not in the best interest of the agency.

## Scheduling Inspections and Owner/Family Attendance

Owners/Managers are encouraged to be present during an inspection of their unit(s) by MHA. The owner or representative must be present during an initial inspection. An owner is not allowed to cancel a biennial, special or quality control inspection.

Families must have an authorized adult present during the inspection of the unit they occupy. The family must allow MHA to inspect the unit at reasonable times with reasonable notice. Except in the case of a life-threatening emergency, reasonable notice is considered to be not less than 48 hours. In the case of a life-threatening emergency, MHA will give as much notice as possible.

#### **Emergency Inspections**

In cases of owner or tenant failure to repair life-threatening conditions within the required 24- hour time period, HAP contracts will terminate the end of the month following expiration of a 30-day notice to terminate. Life-threatening conditions include, but are not limited to:

- No heat between November 1 and March 1.
- No water and/or electricity in the entire unit.
- No working toilet in unit.
- Inoperable smoke detector on every level.
- Natural gas leak or fumes from any fuel burning equipment.
- Major plumbing leaks or flooding (such as sewer backup or stoppage).
- Any electrical outlet, switch, stationary light fixture, fuse box or circuit breaker that smokes, sparks or short circuits, creating a fire hazard.
- Uninhabitable units due to fire, tornado, destroyed or vandalized property that prevents a tenant from using the bathroom or kitchen or from entering the dwelling unit.
- Unstable structural problems that may fall, including large tree branches, to the extent they are apparent.

- Other conditions that pose an immediate threat to health or safety, such as obstacles that prevent tenant's egress.
- Any unsecured entry/exit door such as a break in.
- Any life-threatening condition as determined by the inspector and approved by the inspection supervisor.

MHA will inform the owner and tenant of failed inspection results and the timeframe for correcting deficiencies. If life-threatening deficiencies are not corrected within 24 hours, and non-life threatening deficiencies are not corrected within the specified timeframe, generally less than 30 days, the owner's HAP will be abated.

MHA will advise the owner, in accordance with the HAP contract, when MHA plans to abate housing assistance (HAP) payments. When an owner fails to correct cited deficiencies within the specified timeframe, HAP payments will be abated at the end of the month in which the failed re-inspection occurred, and will continue until such time when:

- The owner corrects the deficiencies, in which case the housing assistance payments may be resumed as of that date; or
- The HAP contract expires or is terminated.

No retroactive HAP payments will be made for the period during which the rent abatement occurred. When the deficiencies are corrected, however, proration of the monthly HAP payment may be provided to the owner based on the date a MHA inspector certified the required work was completed. During any abatement period, the family continues to be responsible for its share of the rent. **The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction.** 

If the owner is unable to gain access to the unit to make repairs due to the family's lack of cooperation, the owner is encouraged to enforce the lease and advise MHA of the lease enforcement action.

In the case of tenant-caused deficiencies, MHA will advise the family that if corrections are not made within the specified timeframe, the family's assistance will be terminated. The HAP contract will be terminated when the family's assistance ends.

# HOUSING QUALITY STANDARDS (HQS)

The Housing Choice Voucher program will ensure that current and potential HCV housing units meet the minimum acceptable criteria for each of the 13 key housing quality components addressed in HQS inspections:

# Sanitary Facilities

- The dwelling unit must include sanitary facilities within the unit.
- The sanitary facilities must be usable in privacy and must be in proper operation condition and adequate for personal cleanliness and disposal of human waste.
- Hot water must be available at all times.
- All bathrooms must have an openable window or exterior exhaust system. If a bathroom does not
  have an openable window or exterior exhaust, MHA may permit a ductless ventilation system that
  prevents the accumulation of unhealthful odors and sewer gases.
- Sanitary facilities must be located in a separate room, be free of hazards and have the following:
  - o A flushable toilet in proper operating condition;
  - A sink with a sink trap, and hot and cold running water;
  - A shower or tub with hot and cold running water; and
  - Privacy (a door, no lock is required) with exclusive use for the occupants.

# Food Preparation and Refuse Disposal

- The dwelling unit must have space and equipment suitable for the family to store, prepare and serve food in a sanitary manner.
- The kitchen must contain the following:
  - An oven and stove/range;
    - A microwave may be used as a substitute. If it is owner-supplied, the tenant must agree and the substitution must be the same for other subsidized and unsubsidized units;
  - A refrigerator of appropriate size for the family (refrigerator/freezer must keep foods from spoiling);
  - A kitchen sink with a p-trap with hot and cold running water;
  - A sink that drains into an approved public or private system;
  - Space for storage, preparation and serving of food; and
  - Sanitary disposal of food waste and refuse.
  - All required equipment must be in proper operating condition.
- Hot plates are not acceptable substitutes for cooking equipment.
- The stove/range must be free of hazardous gas hook-ups, gas leaks or electrical hazards, and all stove/ range knobs must be present. All burners must work and the oven must be able to heat.
- Hot water must be available at all times.

# Space and Security

- The dwelling unit must provide adequate space and security for the family. This includes having at least one bedroom or living/sleeping room for each two persons.
- Bedrooms in basements, attics or converted garages are not allowed unless the owner provides MHA documentation from a licensed professional such as a licensed general contractor, building official, engineer or city inspector verifying that the room contains no safety hazards.
- If window security bars or security screens are present on an emergency exit window, they must

be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

# **Thermal Environment**

- The unit must have a safe system for heating the dwelling unit.
- Air conditioning is not required, but if provided must be in proper operating condition.
- The dwelling unit must not contain unvented room heaters that burn gas, oil or kerosene.
- Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source of heat for units located in climatic areas where permanent heat systems are required.
- The AC and Heater must be working and maintained within the unit at all times.
- Between November 1 & March 31, interior temperature must reach 65 degrees or warmer.

## **Illumination and Electricity**

- Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants.
- The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. Minimum standards are set for different types of rooms. Once the minimum standards are met, the number, type and location of electrical sources are a matter of tenant preference.
- Electrical fixtures and wiring must not pose a fire hazard.
- The kitchen area and the bathroom must have a permanent ceiling or wall-mounted fixture in proper operating condition.
- One (1) outlet in proper operating condition is required in the kitchen.
- Two (2) outlets in proper operating condition are required in the living room and sleeping areas.

#### **Structure and Materials**

- The dwelling unit must be structurally sound.
- Handrails are required when four or more steps (risers) are present, and protective railings are required when porches, balconies and stoops are thirty inches (30 in.) or more off the ground.
- The elevator servicing the unit must be working (if applicable).
- Manufactured homes must have proper tie-down devices capable of surviving wind loads common to the area.
- Plaster/drywall must be repaired/replaced in sagging, severely cracked, or otherwise damaged areas.
- Window sashes must be in good condition, solid and intact, and replaced when damaged or deteriorated.
- Windows must be weather-stripped as needed to ensure a watertight seal.
- Window screens, if present, must be in good condition.
- Plaster/drywall must be repaired/replaced in sagging, severely cracked, or otherwise damaged areas.
- All exterior doors must be weather-tight to avoid air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.
- All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be secured and made level. If boards cannot be leveled, they must be replaced.
- Fencing must be in good repair. This includes all fencing that borders the property.

# Interior Air Quality

• The dwelling unit must be free of air pollutant levels that threaten the occupants' health.

- There must be adequate air circulation in the dwelling unit.
- Bathroom areas must have one openable window or other adequate ventilation.
- Any sleeping room must have at least one window. If a window is designed to be opened, it must be in proper working order.

# Water Supply

- The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.
- Plumbing fixtures and pipes must be free of leaks and threats to health and safety.

# Lead Based Paint

- Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero-bedroom dwellings.
- Owners must disclose known lead-based paint hazards to prospective tenants before the lease is signed.
- Owners must stabilize deteriorated painted surfaces and conduct hazard reduction activities when identified by MHA. Owners must notify tenants each time such an activity is performed, and must conduct all work in accordance with HUD safety practices.
- As part of ongoing maintenance, owners must ask each family to report deteriorated paint.
- For units occupied by children under six years of age, a risk assessment must be conducted. If lead hazards are identified, the owner must complete hazard reduction activities.

## <u>Access</u>

- The use and maintenance of the unit must be possible without unauthorized use of other private properties.
- The building must provide an alternate means of exit in case of fire.

# Site and Neighborhood

- The site and neighborhood must be reasonably free from disturbing noises and reverberations, excessive trash or vermin, or other dangers to the health, safety and general welfare of the occupants.
- Mailboxes must be functional and operable.
- The unit address must be visible from the street with a minimum requirement of at least three inches (3 in.) tall and in a color that contrasts with the background.

# Sanitary Conditions

- The dwelling unit and its equipment must be in sanitary condition and free of vermin and rodent infestation.
- The unit must have adequate barriers to prevent infestation.

# Smoke Detectors

- Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard 74.
- If any person with a hearing impairment occupies the dwelling unit, smoke detectors must have an appropriate alarm system.
- Smoke detectors are required on each level and in close proximity to each bedroom.

# OWNER PORTAL Frequently Asked Questions

The following introduces Memphis Housing Authority's free Owner Portal and provides instructions on how to use it. We hope you take full advantage of this convenient service!

# WHAT IS THE OWNER PORTAL?

The Owner Portal is a free online service that provides Housing Choice Voucher (HCV) program property Owners (landlords) important HCV information. The self-service feature of the Owner Portal means you can access the information you need at your convenience at any time. The Owner Portal is a secure site.

#### Who can use the Portal?

Each unit may only have one owner designee assigned. When the Owner uses a management agent, the owner must decide who can access the portal, either the owner or the agent on the owner's behalf. MHA recommends the Owner retain control of access.



#### Landlord Login

Email		
Password		
C Remember Me		
Click here to register		
Forgot password? Manager and Owners Terms and Condition	15	

#### How is the Owner Portal useful to me?

Your time is valuable! The Owner Portal is available to you <u>at any time or place</u> with internet access –you can use your smart phone, tablet or computer. Take advantage of these time-saving benefits:

- ✓ Free for MHA HCV Owners
- See the date when an inspection is scheduled
   for your unit
- ✓ Review inspection results
- ✓ View, save and print your HAP statements
- ✓ 24/7 access at your convenience
- ✓ See your tenant's next scheduled Reexamination date
- ✓ Get your 1099 tax information
- ✓ Stay informed read HCV announcements

## Do I have to sign up for the Owner Portal?

No, it is not mandatory for an Owner to sign up for the Owner Portal. *However, inspection reports and HAP statements will only be available through the Owner Portal.* 

# How To Use The Owner Portal

#### How do I sign up for the Portal?

MHA will provide you with a *User Name* once we have determined that you are an active Owner with the HCV program. A user name is generated when you execute a HAP contract with us. (For more information about participating as an Owner in the HCV program, visit <u>www.memphisha.org</u>.

#### How do I access the Owner Portal?

1. To access to the Owner Portal, please enter the registration URL, <u>https://myportal.memphisha.org</u> in in your web browser.

# Click on LANDLORD LOGIN

• **OWNER PORTAL** is for <u>units that you own</u> and if you directly receive the monthly Housing Assistance Payment (HAP).



# Welcome To Memphis Housing Authority

# 2. Click on CLICK HERE TO REEGISTER

#### Landlord Login

Email		
Password		
Remember Me		
Login		
Click here to register		
Forgot password?		

3. Enter your registration code provided by MHA for Yardi Rent Café' *e.g. 8509-LI123456*, and click

#### Landlord Registration

administrat	afe and you are trying to g or.	gain access to your prop	erties, please contact	your
Enter You	r Registration Code			

- 4. If this is your first time logging into Yardi Rent Café', enter your vendor information. You will be prompted to enter the Vendor Name, your Tax ID (also known as Federal Employer Identification Number "FEIN") or your Social Security Number if you are an individual. You will also need an email address, and set-up a password. <u>Write down and save your new password along with your user name</u>. Note: We strongly recommend the use of passwords which combine letters, numbers and special characters for your own security. It is your responsibility to protect your password.
- 5. Then select I AM NOT A ROBOT and click the I AGREE TO THE TERMS box and then click SUBMIT. If you are an existing owner in Yardi, you will have to select register with another agency and then enter your information.

#### Can I have more than one User Name?

No. Each Owner/Agent can have only one user name. The user name is attached to multiple units in the program.

#### I forgot my password and/or I know my password but still can't log in. How can I recover it?

On the login page, enter your User name and click on the "Forgot Password" button. Enter your user name and select | AM NOT A ROBOT and then click SUBMIT. A password reset link will be sent to the email you used to register for the Portal. The link is time-sensitive, only active for 24 hours.

#### How can I find information about my HAP payments?

After you log in, from the home page click on the "My Ledger" link. You will see a list showing general information about your HAP payments organized by check/ACH (electronic transfer) number. You can filter the list to see more details for any payments in the list. Your HAP payment information can be saved to your computer or printed at your convenience.

## How can I find inspection reports for my units?

After you log in, from the home page click on the "Unit Inspections" link. You will see a unit (or list of units) and dates for upcoming and past inspections. You can filter the list to see more details for any inspection in the list. Your inspection information can be saved to your computer or printed, at your convenience.

#### How can I find my own profile information?

After you log in, from the home page click on the "My Profile" link. You will see general contact information for your user profile. You will only be able to "Edit" your contact information (mailing address and phone number). All other fields are not editable. If there is information needing updated or corrected, please contact us by calling (901) 544-1347 or via email <u>hcv.finance@memphisha.org</u>.

#### Where can I read Housing Choice Voucher program announcements?

After you log in, at the top of the home page at top, you will see the latest announcements from the Memphis Housing Authority.

#### I have other questions about the Owner Portal. Who can I contact for support?

For questions related to Owner/Agent information required for registration and HCV program inquiries, please contact us by calling (901) 544-1347 or via email at <u>hcv.customerservice@memphisha.org</u>.