



LANDLORD HANDBOOK



A COMMUNITY OF POSSIBILITIES



Landlord Handbook | Table of Contents

History of the Housing Choice Voucher Program	3
Housing Choice Voucher Program Overview	3
How the Housing Choice Voucher Program Works	3
The Three-Way Partnership	4
Opportunity Home Rules and Regulations	4
Owner Qualifications	5
Rent Calculation & Voucher Issuance	7
Income Limits	7
Calculating Income	7
Payment Standards	7
Housing Choice Voucher	8
Shopping Estimate	8
Flat Utility Allowance Schedule	8
Request for Tenancy Approval (RTA)	9
Filling Out the Request for Tenancy Approval Form	10
Residential Lease Agreement	14
Tenancy Addendum	15
Housing Assistance Payment Contract	16
Owner Responsibilities: Housing Assistance Payment Contract	16
Housing Quality Standards Inspections	19
Inspections Overview	19
HQS Commonly Failed Items Inspection Checklist	24
Types of HQS Inspections	26
Initial/Move-In Inspections	26
Special Inspections	26
Annual Inspections	26
Quality Control Inspections	26
Life-Threatening Conditions	26
Family Responsibilities: HQS Inspections	27
Owner Responsibilities: HQS Inspections	27
The Inspection Process	29
Initial Inspections	29
Failed Inspections	29
Annual Inspections	30
Special/Complaint Inspections	30
Rent Reasonableness	31



Termination	32
HAP Termination	32
Abate­ments Due to Non-Compliance with HQS	32
Navigating the Landlord Corner	34
To View Inspec­tion Results	34
View Your Tenant’s Assigned Housing Assistance Specialist	35
Marketing to Voucher Holders	37
Additional Landlord Resources	37
Glossary	38



History of the Housing Choice Voucher Program

The Housing and Community Development (HCD) Act of 1974 created the Section 8 certificate program, which shifted the federal housing strategy from locally-owned public housing to privately-owned rental housing.

The Certificate program was designated as a tenant-based assistance program rather than a unit-based assistance program, meaning if the family chose to move to another privately-owned rental unit that met program requirements, the assistance would stay with the family.

The HCD Act of 1987 authorized a new form of the Certificate program—the Section 8 Voucher Program. The Section 8 Voucher Program was different from the Certificate program in that there was no fair market rent limitation on rent and the family contribution to rent was not set at a limit of 30% of adjusted income.

In 1998, the Quality Housing and Work Responsibility Act (QHWRA) mandated that the two programs (Certificate program and Voucher program) be merged together into a single tenant-based assistance program, now known as the Housing Choice Voucher (HCV) program. By 2001, all families receiving tenant-based assistance were converted to the HCV program.

Housing Choice Voucher Program Overview

Opportunity Home's Housing Choice Voucher Program (HCV) offers the opportunity for low-income families to choose affordable rental housing within Bexar County. The program grants families the ability to obtain housing outside areas of high poverty concentrations, offering families a chance for a better quality of life. The HCV program is unique in that it provides tenant-based assistance rather than project-based assistance, allowing the voucher to move with the tenant.

How the Housing Choice Voucher Program Works

1. An applicant is placed on the Housing Choice Voucher program waitlist after applying online at homesa.org/apply.
2. When the applicant's name reaches the top of the waitlist, the applicant is contacted to schedule an appointment with a Housing Assistance Specialist to determine eligibility for the HCV program.
3. If the applicant is determined eligible, the applicant will receive a voucher, which authorizes the applicant to search for a housing unit and specifies the bedroom size for which the applicant qualifies for.
4. Once the applicant finds a suitable unit, the unit must pass a Housing Quality Standards inspection, and the landlord and applicant must settle on terms of the lease.



5. If Opportunity Home approves the inspection and terms of the lease, the applicant will be authorized to move in and Opportunity Home will begin making Housing Assistance Payments to the landlord.
6. The program participant and landlord will stay in the HCV program as long as they fulfill their obligations, provide all necessary information to Opportunity Home, and ensure their units are up to Housing Quality Standards.

The Three-Way Partnership

Opportunity Home

- Opportunity Home must verify initial eligibility for applicants and recertify participants periodically for continued participation in the program.
- Opportunity Home must conduct unit inspections biennially and ensure Housing Assistance Payments (HAP) are processed.
- Opportunity Home must ensure compliance with program policies.

Participant

- Participants must comply with all program requirements and family obligations.
- Participants must maintain the condition of the assisted unit in compliance with Housing Quality Standards (HQS).
- Participants must only use the assisted unit as the family's residence.
- Participants must pay rent to the landlord.

Landlord

- Landlords are responsible for screening potential tenants.
- Landlords must comply with all owner obligations under the Housing Assistance Payment Contract and the Residential Lease Agreement.
- Landlords must abide by Opportunity Home's rules and regulations.
- Landlords must enforce rules and regulations of the residential lease agreement, and ensure the unit meets Housing Quality Standards (HQS).

Opportunity Home Rules and Regulations

HUD determines the rules and regulations of the HCV Program and contracts with Opportunity Home to carry them out. Policies for the administration of the program are included in Opportunity Home's Administrative Plan (Admin Plan), a document approved by Opportunity Home's Board of Commissioners. The Admin Plan is available to read on Opportunity Home's website under the Voucher Program Resources tab within the Resources section of the site, while the general HCV regulations are located in Part 982 of Title 24 in the Code of Federal Regulations (24 CFR 982).



Owner Qualifications

Opportunity Home does not have to formally approve an owner to participate in the HCV program; however, there are a number of criteria where Opportunity Home 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.

Owners are barred from participation in the HCV program if:

1. Opportunity Home has been informed that the owner has been debarred, suspended or is subject to a limited denial of participation, or if the owner has violated the Fair Housing Act or other federal equal opportunity requirements, or if such an action is pending.
2. Opportunity Home will not approve a Request for Tenancy Approval if the owner is the parent, sibling, child, grandparent, grandchild, uncle, aunt, nephew, niece, half-sibling, or step-family member of any member of the participant's family. Opportunity Home may make an exception as a reasonable accommodation for a family member with a disability.
3. Opportunity Home must not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter: any present or former member or officer of Opportunity Home (except a participant commissioner); Any employee of Opportunity Home, or any contractor, subcontractor or agent of Opportunity Home, who formulates policy or who influences decisions with respect to the programs; Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; Any member of the Congress of the United States.
4. The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act.
5. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.
7. The owner has a history or pattern of practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program during the preceding 18 months.
8. The owner has a history or pattern of practice of serious and/or repeated HQS violations in units leased under the tenant-based programs during the preceding 18 months.
9. The owner has a history, or pattern of practice, of failing to terminate the tenancy of tenants in units assisted under the HCV program or any other federally assisted housing



program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

10. Threatens the right to peaceful enjoyment of the premises by other residents;
11. Threatens the health or safety of other residents, of employees of Opportunity Home, or of owner employees or other persons engaged in management of the housing;
12. 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
 - a. Is drug-related criminal activity or violent criminal activity;
13. The owner has a history or pattern of practice of renting units that fail to meet state or local housing codes.
14. The owner has not paid state or local real estate taxes, fines, or assessment.
15. The owner has not abided by The Fair Housing Act or The Americans with Disabilities Act.

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

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

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

1. A copy of the most current Texas Association of Realtors or Texas Real Estate Commission management agreement form; or
2. A notarized 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:

1. Recorded deed of trust;
2. Final settlement statement signed by buyer, seller, and title company; or
3. Proof of taxes for the most recent year.



Rent Calculation & Voucher Issuance

Applicants are determined eligible for the Housing Choice Voucher Program based on their annual income. Opportunity Home serves three different types of low-income families: low-income, very low income, and extremely low-income.

Income Limits

The three income limits are determined by family size and the median income of the San Antonio-Bexar County area: \$88,500 (FY2024). Low-income families are determined as families whose annual income does not exceed 80% of the median income; very low-income families are determined as families whose annual income does not exceed 50% of the median income; and extremely low-income families are determined as families whose annual income does not exceed 30% of the median income.

After applicants are determined income-eligible to participate in the Housing Choice Voucher Program, applicants' rent portion, which may not exceed 40% of the household's monthly income, is calculated using their income.

Calculating Income

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

Income included in annual income	Income not included in annual income
<ul style="list-style-type: none">■ Employment Earnings■ Regular Contributions■ Unemployment Benefits■ Child Support■ Social Security/SSI■ TANF■ Retirement Benefits■ Alimony	<ul style="list-style-type: none">■ Live-In Aides' Earnings■ Foster Children's Earnings■ Food Stamps■ Employment Income of Children under 18 years

After the Housing Assistance Specialist (HAS) calculates the applicant's income, the applicant's maximum rent portion is calculated based on the payment standard that applies to the applicant's required bedroom size.

Payment Standards

Payment standards are used to calculate the rent portion that the program participant will pay (Total Tenant Payment) and that Opportunity Home will pay (Housing Assistance Payment). The payment standard reflects the maximum Housing Assistance Payment (HAP) that Opportunity Home can pay based on the Fair Market Rents (FMR) annually established for the area by HUD. Payment standards are specified by bedroom size.



After applicants are determined eligible for the program based on information stated in the waiting list application, Opportunity Home will issue the family a Housing Choice Voucher Program voucher.

Housing Choice Voucher

The voucher is the family's authorization to search for housing, which specifies the unit size for which the family qualifies, and includes both the date of voucher issuance and date of expiration. 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 Opportunity Home has determined the family to be eligible for the program, and that Opportunity Home expects to have money available to subsidize the family if the family finds an appropriate unit. Vouchers are active for 120 days and expire on the expiration date. The Request for Tenancy Approval (RTA) Form will not be accepted after the expired date. Voucher extensions may be granted with proof of extenuating circumstances or an approved Reasonable Accommodation.

Shopping Estimate

Along with the voucher, the applicant is given a shopping estimate worksheet which lists the following information:

- Family Name
- Bedroom Size
- Maximum Family Contribution
- Maximum Rent Amount

The payment standard and the maximum family contribution does not reflect the proposed rent amount for the unit. The landlord must propose a rent amount that Opportunity Home will later determine affordable and reasonable.

NOTE: The applicant may apply for tenancy in a unit that goes above the payment standard or for a unit that is larger than the bedroom size listed on the shopping estimate and voucher **as long as the rent does not exceed 40% of the household's monthly income.**

Flat Utility Allowance Schedule

Opportunity Home's HCV Program has implemented a flat utility allowance which is based on bedroom size only. There are no fluctuations between some utilities being provided and all utilities being provided; however, if the unit is an all bills paid unit, the participant's utility allowance will be \$0.

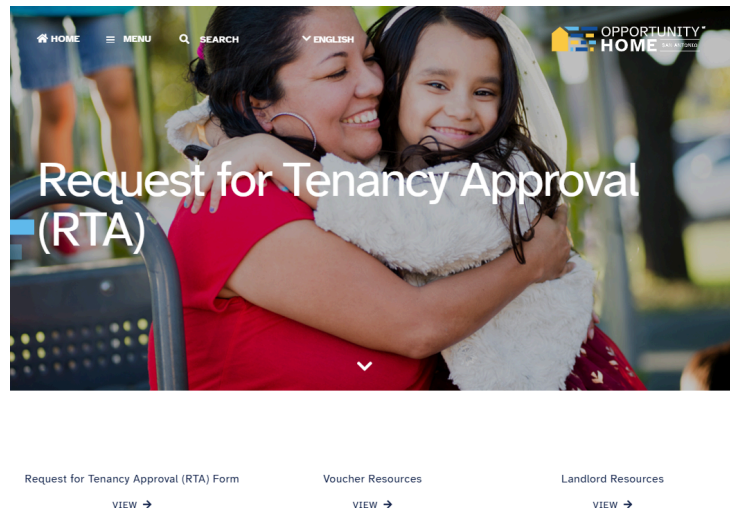


Request for Tenancy Approval (RTA)

Applicants receive a shopping estimate, which provides a maximum rent amount that the household may afford. Once an applicant finds a suitable unit, the applicant and owner must submit a Request for Tenancy Approval (RTA) to Opportunity Home.

The owner will complete the electronic Request for Tenancy form found on the homesa.org/RTA page of the Opportunity Home website. The RTA must be completed by the landlord, and signed by both the landlord and applicant.

The following section will provide guidance on how to complete an electronic RTA.



What Documents to Expect in the RTA Packet

RTA Part I

- **Request for Tenancy Approval (RTA):** This form is required by the U.S. Department of Housing and Urban Development (HUD) and must be completed by the landlord and signed by the landlord and the head of household (Form HUD-52517).
- **Acknowledgement of Lease Requirements:** This form requests confirmation from both the landlord and the head of household that the lease meets Opportunity Home's requirements. This document will require the landlord to attach a copy of the lease.
- **Tenancy Addendum:** This form is required by HUD to be attached to the client's lease (HUD-52641-A).
- **Lead-Based Paint Disclosure:** Landlords must complete and sign this form for properties built before 1978. Required by 24 CFR 35.92(b).
- **Owner Certification Form:** This Opportunity Home form certifies legal ownership of the property and understanding of owner responsibilities in the HCV Program. Please note that all property owners listed in Bexar CAD must sign the Owner Certification Form, which can be obtained online at homesa.org/resources.

RTA Part II

- **W-9:** A separate W-9 form must be completed for the owner and the Housing Assistance Payments (HAP) Payee if payments are to be made to someone other than the owner (i.e., Property Manager).
- **Direct Deposit Authorization:** This form will require you to attach a voided check so that Housing Assistance Payments can be directly deposited. If your direct deposit information has changed, please contact Landlords@homesa.org.
- **Management agreement** (when applicable)
- **EIN verification:** IRS letter; or Social Security Card (if not using business account)

Filling Out the Request for Tenancy Approval Form

Refer to Page 1 of the Request for Tenancy Approval (RTA) Form

1. **Name of Public Housing Agency (PHA):** Opportunity Home
2. **Address of Unit:** If the unit is an apartment, include the apartment number.
3. **Requested Beginning Date of Lease**
4. **Number of Bedrooms**
5. **Year Constructed**
6. **Proposed Rent:** Rent amount will be determined reasonable by the Inspections Department.
7. **Security Deposit Amount:** The security deposit is the sole responsibility of the participant and will not be paid by Opportunity Home.
8. **Date Unit Available for Inspection**
9. **Type of Housing**
10. **If the unit is subsidized, indicate the type of subsidy.**
11. **Utilities and Appliances:** Mark which party pays for utilities and provides appliances by using "O" for owner and "T" for tenant.



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. 04/30/2026

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, unit #, city, state, zip code)		
3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection
9. Structure Type			10. If this unit is subsidized, indicate type of subsidy:		
<input type="checkbox"/> Single Family Detached (one family under one roof) <input type="checkbox"/> Semi-Detached (duplex, attached on one side) <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides) <input type="checkbox"/> Low-rise apartment building (4 stories or fewer) <input type="checkbox"/> High-rise apartment building (5+ stories) <input type="checkbox"/> Manufactured Home (mobile home)			<input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME <input type="checkbox"/> Section 236 (insured or uninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Other (Describe Other Subsidy, including any state or local subsidy) _____		
11. Utilities and Appliances					
The owner shall provide or pay for the utilities/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.					
Item	Specify fuel type				Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Oil <input type="checkbox"/> Other				
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Other				
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other				
Other Electric					
Water					
Sewer					
Trash Collection					
Air Conditioning					
Other (specify)					
Refrigerator					
Range/Microwave					

Previous editions are obsolete

1

HUD-52517 (04/2023)



12. Owner's Certifications

- a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.

Address and unit number	Date Rented	Rental Amount
1. <input type="text"/>	<input type="text"/>	<input type="text"/>
2. <input type="text"/>	<input type="text"/>	<input type="text"/>
3. <input type="text"/>	<input type="text"/>	<input type="text"/>

- 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 the family of such determination) that approving leasing 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:

- ☐ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
- ☐ 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 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 information pamphlet to the family.

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's responsibility.

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family if the unit is not approved.

OMB Burden Statement: The public reporting burden for this information collection is estimated to be 0.5 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Collection of information about the unit features, owner name, and tenant name is voluntary. The information sets provides the PHA with information required to approve tenancy. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR 982.302. The form provides the PHA with information required to approve tenancy. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. § 3729, 3802).

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Owner/Owner Representative Signature		Head of Household Signature	
Business Address		Present Address	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)



Owner's Certification

Refer to Page 2 of the Request for Tenancy Approval (RTA) Form

- 12a. Owners of projects with more than 4 units must complete the following sections for most recently leased comparable unassisted units within the premises: HUD requires that owners not charge more for assisted units than for comparable units on the premises (Admin Plan, 8.3.A).
- 12b. The owner (including a principal or other interested party) is not parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities: (See Owner Qualification section on Page 6).
- 12c. Check the following that apply to the unit regarding lead-based paint.
- 13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility: (See Owner's Responsibilities for Request for Tenancy Approval section below).
- 14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum: (See Tenancy Addendum section on Page 18).
- 15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved: (See Inspections section on Page 23).

Both the Owner and the Applicant must sign the Request for Tenancy Approval (RTA) Form at the bottom of Page 2.

Owner Responsibilities:

- The owner is responsible for performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit and deciding if the family is suitable for tenancy of the unit.
- Opportunity Home will not conduct additional screening to determine an applicant family's suitability for tenancy.



Residential Lease Agreement

The residential lease agreement must be completely filled out with the exception of the lease effective date and the contract rent amount. The Request for Tenancy Approval Form has spaces to provide the proposed lease effective date and the proposed contract rent amount. Once the lease effective date and rent amount have been approved, they will be applied to the lease agreement. Leases marked through or with white-out will not be accepted.

- Provide all housing services as agreed to in the lease.
- Provide the lease to Opportunity Home, including any revisions agreed to by the owner and tenant.
 - By signing the Housing Assistance Payment Contract (HAPC), the owner certifies that the terms of the lease are in accordance with all provisions of the HAPC and the lease includes the Tenancy Addendum.
 - If the dwelling lease is incomplete or incorrect, Opportunity Home will notify the family and the owner of the deficiencies. Missing and corrected lease information will be accepted as hard copies in-person, by mail, or by email. Opportunity Home will not accept this information over the phone.
- Enforce the tenant obligations under the lease.
- Notify Opportunity Home of any changes in the amount of the Rent to Owner at least 60 days before any such changes go into effect.
 - During the initial term of the lease, the owner may not raise the Rent to Owner.
 - All requests for rent increases must be submitted 60 days prior to the anniversary date of the Housing Assistance Payment Contract (HAPC). Opportunity Home will determine whether the requested increase is reasonable within 30-45 calendar days of receiving the request from the owner. Upon making a determination, Opportunity Home will notify the owner, in writing, within 10 business days.
- Provide a copy of any changes in the lease to Opportunity Home in writing.
 - The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- **DO NOT** lease a unit to a family that owns or has an interest in the unit.
- **DO NOT** include in the lease any family member of the owner.
 - The owner of the assisted unit must not be the parent, child, grandparent, grandchild, sister, or brother of any member of the family unless Opportunity Home has determined (and has notified the owner and the family of such determination) that approving a rental of the unit, notwithstanding such relationship, would provide a reasonable accommodation for a family member who is a person with disabilities.
- Provide all utilities not paid by the family under the lease to comply with HQS requirements.



TENANCY ADDENDUM
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program (To
be attached to Tenant Lease)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0169
Exp. 09/30/2017

1. Section 8 Voucher Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a

Tenancy Addendum

The Tenancy Addendum lists the responsibilities of each party participating in the Housing Choice Voucher Program.

The Tenancy Addendum must be attached to the residential lease agreement.

- Comply with the Tenancy Addendum at all times.
 - When there is a conflict between the provisions of the Tenancy Addendum and any other provisions of the lease or any other agreement between the owner and the tenant, the language of the Tenancy Addendum shall control.
- **DO NOT** make any changes to the Tenancy Addendum.



Housing Assistance Payment Contract

The Housing Assistance Payment Contract (HAPC) asks for information related to the residential lease agreement and describes the responsibilities of all parties related to the HAPC.

Owner Responsibilities: Housing Assistance Payment Contract

- Comply with all owner obligations under the Housing Assistance Payment Contract (HAPC) and residential lease agreement.
- Prepare and furnish to Opportunity Home the information required under the HAPC.
- Provide any notice to the family in connection with the HAPC in writing.
- **DO NOT** assign the HAPC to a new owner without the prior written consent of Opportunity Home.
 - In order to change the HAP payee under an outstanding HAPC, Opportunity Home must receive a completed and signed Change of Ownership/Payee Packet, which is available on the Opportunity Home website.
- Ensure that the family resides in the contract unit and that the unit is the family's only residence.
- Ensure that no person or entity has or will have a prohibited interest.
 - A prohibited interest includes a person or entity of any of the following classes having any direct/ indirect interest in the HAPC or receiving any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter:
 - Any present or former member or officer of Opportunity Home (except an Opportunity Home commissioner who is a participant in the program);
 - Any employee of Opportunity Home, or any contractor, sub-contractor or agent of Opportunity Home, who formulates policy or who influences decisions with respect to the program;
 - Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
 - Any member of the Congress of the United States.
- Immediately disclose prohibited interests to Opportunity Home and HUD, when they occur.
- Collect from the family any such security deposit.
 - Opportunity Home prohibits the owner from collecting security deposits in excess of amounts charged by the owner to unassisted tenants.
- Collect from the family the tenant portion of Rent to Owner.
 - The portion of Rent to Owner is not covered by the HAP.



- Collect from the family any changes for unit damage by the family.
- **DO NOT** charge a contract rent that exceeds rents charged for rental of comparable unassisted units in the premises.
 - The owner must give Opportunity Home any information requested by Opportunity Home on rents charged by the owner for other units in the premises or elsewhere.
- **DO NOT** charge a contract rent that exceeds the reasonable rent for the unit as most recently determined by Opportunity Home.
- **DO NOT** charge or accept any payment for rent in addition to the Rent to Owner.
 - Rent to Owner includes the following to be provided and paid by the owner in accordance with the lease: all housing services, maintenance, utilities and appliances.
 - The cost of meals or supportive services may not be included in Rent to Owner and the value of meals or supportive services may not be included in the calculation of reasonable rent.
 - The lease may not require the tenant or family members to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy under the terms of the lease or eviction.
 - The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises.
- Terminate the family's tenancy in accordance with the lease and HUD requirements only.
- Evict the family by court action only.
 - At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
 - The owner must give Opportunity Home a copy of any owner eviction notice at the same time the owner notified the tenant. Eviction notice means a notice to vacate, a complaint or other initial pleading used to begin an eviction under State or Local law. At the same time means within 3 business days.
- Promptly refund the unused security deposit to the tenant.
 - Give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- **DO NOT** commit fraud, bribery, or corrupt acts in connection with the program.
 - Fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing assistance program by the owner is a breach of the HAPC.
 - In all cases of overpayment of subsidy caused by the owner, the owner must repay Opportunity Home any excess subsidy received.
- Owner program abuse includes, but is not limited to, the following:



- Charging the family rent above or below the amount specified by Opportunity Home;
- Charging a security deposit other than that specified in the family's lease;
- Charging the family for services that are provided to unassisted tenants at no extra charge.
- Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit;
- Knowingly accepting incorrect or excess housing assistance payments;
- Offering bribes or illegal gratuities to Opportunity Home's Board of Commissioners, employees, contractors, or other Opportunity Home representatives;
- Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to Opportunity Home;
- Residing in the unit with an assisted family;
- Subleasing of space in the assisted unit; and
- Not allowing the participant full and prohibited access and use of areas assisted under the HAPC.
- **DO NOT** engage in any drug-related or violent criminal activity.
- Comply with the Violence Against Women Act (VAWA) when screening for and terminating tenancy.
 - The fact that an applicant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of tenancy if the applicant otherwise qualifies for tenancy.
- **DO NOT** discriminate against any person because of race, color, religion, sex, national origin, familial status, or disability in connection with the lease or HAPC.
- Cooperate with Opportunity Home and HUD in conducting Equal Opportunity Compliance Reviews and Complaint Investigations in connection with the HAPC.

Once all documents are completed, the owner will be contacted within 7 to 10 business days to schedule an inspection. Once the unit passes a Housing Quality Standards (HQS) Inspection, the contract is finalized and e-mailed to the landlord, and the Housing Assistance Payment (HAP) will be processed when Opportunity Home receives the original signed contract.



Housing Quality Standards Inspections

Inspections Overview

The goal of the Housing Choice Voucher Program is to provide decent, safe and sanitary housing at an affordable cost to low-income families. Housing Quality Standards (HQS), set by HUD, helps Opportunity Home accomplish that goal by defining standard housing 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. All units must maintain HQS throughout the term of the contract. Opportunity Home staff 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. Owners of units in non-compliance with this requirement will be given 3 business days to make the necessary repairs.
- All bathrooms must have an openable window or exterior exhaust system. If a bathroom does not have an openable window or exterior exhaust, Opportunity Home may permit a ductless ventilation system that prevents the accumulation of unhealthful odors and sewer gasses.
- Sanitary facilities must be located in a separate room, be free of hazards and have the following:
 - 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;
 - An approved public or private disposal system; 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, and 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. Garbage disposal would be considered an amenity.
- 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. Owners of units in non-compliance with this requirement will be given three business days to make the necessary repairs.
- Units found with inoperable stoves and/or refrigerators will be given three business days to make the necessary repairs.

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 Opportunity Home 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.
- The minimum bedroom size is for a 70 square-foot area.
- 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. If not, a reinspection within 24 hours is required to verify repair.
- Between April 1 & October 31, interior temperature must reach 80 degrees or cooler. If not, a re-inspection within 3 business days is required to verify repair. This applies if the unit came with an AC system.

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 outlet in proper operating condition is required in the kitchen.
- Two outlets in proper operating condition are required in the living room and sleeping areas.
- Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

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.
- Plexi-glass is not acceptable glazing replacement.
- 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 resecured and made level. If boards cannot be leveled, they must be replaced.
- All floors must be in a finished state. Plywood is not acceptable.

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 provide all prospective families with "Protect Your Family from Lead in Your Home."
- Owners must stabilize deteriorated painted surfaces and conduct hazard reduction activities when identified by Opportunity Home. 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 (paid for by Opportunity Home). If lead hazards are identified, the owner must complete hazard reduction activities.

Access

- 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.



- All trash containers must have a cover or attached lid capable of sealing in refuse and trash.

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 (NFPA) 74 (or its successor standards).
- If any person with a hearing impairment occupies the dwelling unit, smoke detectors must have an appropriate alarm system as specified in NFPA 74 (or successor standards).
- Smoke detectors are required in each bedroom and adjacent hallways on each floor level.

Carbon Monoxide Detectors

- Carbon monoxide detection must be installed in dwelling units that contain fuel-burning appliances (i.e., ranges/stoves, fireplaces, furnaces, boilers) or fuel-burning fireplaces (IFC, Chapter 9, Section 915.1.2).
- Carbon monoxide detection must be provided in dwelling units, sleeping units and classrooms served by a fuel burning, forced-air furnace (IFC, Chapter 9, Section 915.1.3).
- Carbon monoxide detectors must be installed in dwelling units outside each sleeping area and in the immediate vicinity of the bedroom. If a fuel-burning appliance is installed in the bedroom, a CO detector must be installed in the bedroom (IFC, Chapter 9, Section 915.2.1.).
- Carbon monoxide detection must be included in any dwelling units, sleeping units and classrooms in buildings with attached private garages. A classroom may include but is not limited to daycare centers, community centers, and preschools (IFC, Chapter 9, Section 915.1.5).
- Exceptions:
 - CO detection is not required in units without communicating openings between the private garage and the dwelling/sleeping unit.
 - CO detection is not required in units located more than one story above/below a private garage.
 - CO detection is not required where the private garage connects to the building through an open-ended corridor.
 - Where a carbon monoxide detector is provided in an approved location between openings to a private garage and dwelling/sleeping units.



HQS Commonly Failed Items Inspection Checklist

Please use the below checklist to ensure units pass HQS inspections conducted by Opportunity Home San Antonio. Please be advised that this is not an all-inclusive list of every possible failed item. **Units must be in “make ready” status. “Make ready” status is defined as a unit that is ready for immediate move-in.**

☐ General

- ☐ All utilities on and operating in a safe manner and present no danger to occupants; *for example, no electric hazards, plumbing leaks, gas leaks, missing P-traps, etc.*
- ☐ No trash/debris on site.
- ☐ Working heating equipment. Equipment must be able to maintain an interior temperature of 65 degrees or warmer.
- ☐ Working cooling system (if provided). System must be able to maintain an interior temperature of 80 degrees or cooler.
- ☐ No roof leaks; indications of a leak include discolorations or stains on the ceiling.
- ☐ The hot water heater tank must have a temperature pressure relief valve with downward discharge pipe.
- ☐ All conversions/additions must pass HQS inspection and be properly permitted by City or local agencies having jurisdiction over the unit. Opportunity Home San Antonio may request copies of approved permits or the LL can provide a BEXAR CAD card.
- ☐ All security/burglar bars must have a quick release mechanism (Must not need a key, tool or special knowledge to open).
- ☐ Double-keyed deadbolts, also known as double cylinder locks, are not allowed at any location.

☐ Kitchen

- ☐ Working stove/refrigerator
- ☐ Clean stove/refrigerator

☐ Space and Security

- ☐ Windows must have a working, permanently attached locking device.
- ☐ Windows must be in good condition and able to remain open. Window pane(s) cannot be broken or cracked. Plexiglass is not an acceptable repair for glazed windows.
- ☐ Floor covering cannot be torn nor have holes/cracks that can cause a tripping/cutting hazard.
- ☐ Stairs and railings must be secure and handrails are required with four or more consecutive steps.
- ☐ A railing is required on unprotected heights (30 inches or higher above ground) such as around stairwells, balconies, walkways, etc.
- ☐ Smoke detectors are required in all bedrooms and adjacent hallways. If a hallway doesn't exist, then a smoke detector is required outside the bedroom.



- ☐ Carbon monoxide detection is required in dwelling units that contain a fuel burning appliance (ex: Gas stove/oven, water heater, space heaters) or fuel burning fireplace, as well as dwelling units with attached private garages.
- ☐ **Common Areas**
 - ☐ All common areas will be inspected for safety hazards (Laundry room, pool area, etc.).
 - ☐ There must not be any trip hazards such as gaps/cracks greater than 3/4 inch on sidewalk, walkways, driveways, common areas, etc.
- ☐ **Units built pre-1978**
 - ☐ No chipping or peeling paint inside/outside of the unit.
 - ☐ No chipping on exteriors of secondary buildings, playgrounds, railings, and common areas.



Types of HQS Inspections

Initial/Move-In Inspections

Opportunity Home conducts initial inspections to approve a unit for participation in the HCV program. 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.

Special Inspections

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.

Annual Inspections

HUD requires Opportunity Home to inspect each unit under lease at least annually to confirm that the unit still meets HQS. Opportunity Home conducts inspections biennially. The inspections may be conducted in conjunction with the family's annual reexamination, but is typically conducted separately.

Quality Control Inspections

HUD requires that a sample of units be inspected by a quality control inspector to ensure that HQS is being enforced correctly and uniformly by all inspectors.

Life-Threatening Conditions

If a unit has been found to be in life-threatening conditions as defined above, the inspector will give the landlord/tenant 24 hours to make the corrections required.

- Life-threatening conditions include, but are not limited to, the following:
 - Lack of security for the unit;
 - No utilities (e.g., electric, gas, and water);
 - Waterlogged ceiling in imminent danger of falling;
 - Major plumbing leaks, flooding or sewer back-ups;
 - Natural gas leak or fumes;
 - Nonfunctional heating equipment during the period between November 1 and March 31;
 - Obstacle(s) preventing the tenant's exit from the unit; and
 - Lack of at least one functional smoke detector on each floor level of the unit.
 - Lack of functioning Carbon Monoxide detector/alarm in areas required by the 2018 IFC. [PIH 2022-01];



Family Responsibilities: HQS Inspections

The family is responsible for correcting the following HQS deficiencies:

- Tenant-paid utilities not in service;
- Failure to provide or maintain family-supplied appliances; and
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. “Normal wear and tear” is defined as physical deterioration which occurs in the normal course of tenancy, without negligence, carelessness, accident or abuse of the unit or premises by the household members or guests.

Owner Responsibilities: HQS Inspections

- The owner is responsible for all HQS violations not listed as a family responsibility above, even if the violation is caused by the family’s living habits (e.g., vermin infestation). However, if the family’s actions constitute a serious or repeated lease violation, the owner may take legal action to evict the family or submit documentation of the serious or repeated lease violation to Opportunity Home as evidence that the family breached its obligations.
- If Opportunity Home cannot determine the cause of an HQS deficiency, the owner will be responsible for correcting the item.
- The owner is responsible for maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
- The owner must correct HQS deficiencies within the period specified by Opportunity Home.
- Opportunity Home must not make any housing assistance payments if the contract unit does not meet HQS requirements, unless the owner corrects the defect within the period specified by Opportunity Home and Opportunity Home verifies the correction.
- When Opportunity Home identifies HQS deficiencies that are not life threatening or classified as a 3-business-day inspection, Opportunity Home will send the owner and the family a written notification of the inspection results within five business days of the inspection. The written notice will specify the time frame within which the failure must be corrected.
 - Generally not more than 30 days will be allowed for the correction.
- If a defect is life threatening, the owner must correct the defect within no more than 24 hours.
 - The corrective actions must be taken by the next business day of Opportunity Home’s notice. The owner shall determine who is responsible for correcting the violation.
- All maintenance and replacement (Including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

- It is unlawful for any person to refuse to permit, at the expense of a handicapped person, reasonable modifications of existing premises, occupied or to be occupied by a handicapped person, if the proposed modifications may be necessary to afford the handicapped person full enjoyment of the premises of a dwelling. In the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.
- The landlord may not increase for handicapped persons any customarily required security deposit. However, where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of such a restoration agreement a provision requiring that the tenant pay into an interest bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant.



The Inspection Process

Opportunity Home will allow for:

- One failed inspection and one reinspection;
- One failed inspection, one no entry, and one reinspection; or
- One no entry, one failed inspection, and one reinspection.

Initial Inspections

HUD requires the unit to pass Housing Quality Standards (HQS) before the effective date of the lease and Housing Assistance Payment (HAP) Contract.

1. Opportunity Home will complete the initial inspection within ten business days from the date the inspection is generated.
2. Opportunity Home will inspect units within 10 business days.
3. If any HQS violations are identified, Opportunity Home will notify the owner of the deficiencies and give the owner no more than 30 calendar days from the date of the initial inspection to correct the deficiencies.
4. If all repairs are completed within 30 days of the initial inspection, the owner must notify Opportunity Home that all repairs have been made.
5. Opportunity Home will reinspect the unit within 10 calendar days of the date the owner notifies Opportunity Home that the required repairs have been made.
6. Opportunity Home will not consider a unit to have passed an inspection until the landlord and Opportunity Home have agreed on the rent amount. Opportunity Home will set the rent amount at the lower of: the current rent amount or the rent supported by current rent reasonableness survey.

Failed Inspections

Units that do not pass inspection within the guidelines stated above or within 30 days of the initial inspection will result in a Final Fail. Two consecutive inspections resulting in no show/not ready will result in a Final Fail.

If the time period for correcting the deficiencies has elapsed, or the unit is given a “Final Fail” rating, Opportunity Home will notify the owner and the family that the unit has been rejected and that the family must search for another unit. If the participant wishes to remain in the unit, owners may pay for a second reinspection by scanning the QR code on the Final Fail card issued by an inspector during an initial or moving inspection. Following a “Final Fail” determination, the family may submit a new RTA for the same unit if the family has not found another unit by the time the owner completes all repairs and the family continues to wish to live in the unit.



Utility services must be available for testing at the time of the initial inspection. If the utility service is not available for testing at the time of the initial inspection, the inspection will not be conducted and will count as a failed inspection of the unit.

If the family is responsible for supplying the stove and/or refrigerator, Opportunity Home will allow the stove and refrigerator to be placed in the unit after the unit has met all other HQS requirements and a subsequent inspection will be conducted within 72 hours. If the appliances are supplied by the owner, they must be present at the time of inspection.

Annual Inspections

Each unit under HAP contract must have an annual inspection no more than 24 months after the most recent moving, initial or annual inspection.

If the family misses a scheduled inspection without Opportunity Home approval or if the notice is returned by the post office with no forwarding address, Opportunity Home may consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance.

Special/Complaint Inspections

Opportunity Home will conduct a special inspection if the owner, family or another source reports HQS violations in the unit. During a special inspection, Opportunity Home generally will only inspect those deficiencies that were reported. However, the inspector will record any additional HQS deficiencies that are observed and will require the responsible party to make the necessary repairs.

If the annual inspection has been scheduled or is due within 30 days of the date the special inspection is scheduled, Opportunity Home may elect to conduct a full annual inspection.

Opportunity Home will attempt to notify the family and/or landlord, although prior notification to the family and/or landlord is not required for special inspections.



Rent Reasonableness

Opportunity Home will not consider a unit to have passed an inspection until the landlord and Opportunity Home have agreed on the rent amount. Opportunity Home will allow the landlord no more than five business days to settle the unit rent amount with Opportunity Home. A landlord's failure to settle a unit rent amount with Opportunity Home within five business days will result in the inspection being canceled.

Participants cannot pay more than 40% of their monthly income for the initial year. Opportunity Home will make rent offers based on a participant's income and area rent comparables.

Comparability is established using the following:

- Location
- Quality
- Size
- Unit type
- Age
- Amenities
- Housing services
- Maintenance
- Utilities provided by the owner

Opportunity Home 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.

Total assisted units on the property may not exceed 50% of the total units to be used for comparable rent determinations.

Upon notifying the landlord of the proposed rent amount, Opportunity Home will allow the landlord no more than five business days to settle the unit rent amount with Opportunity Home.



Termination

If the owner fails to maintain the dwelling unit in accordance with HQS, Opportunity Home must take prompt action to enforce the owner obligations.

HAP Termination

If an owner fails to correct HQS deficiencies by the time specified by Opportunity Home, HUD requires Opportunity Home to terminate housing assistance payments no later than the first of the month following the specified correction period (including any approved extension). No retroactive payments will be made to the owner.

Owner rents will be terminated as a result of HQS failures that are the family's responsibility after reasonable notice of termination has been provided. The HAP Contract will terminate immediately when the family vacates the unit or 180 calendar days have elapsed since the last housing assistance payment to the owner.

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 the HAP portion and may not use the termination as cause for eviction. Opportunity Home will notify the owner within 30 calendar days of a HAP Contract termination due to HQS non-compliance.

Abatements Due to Non-Compliance with HQS

An abatement is the cessation of housing assistance payments to an owner. When an owner's housing assistance payment is abated due to the owner's failure to comply with HQS, the abated monies are not repaid to the owner but forfeited. An abatement is released and housing assistance payment resumes on the date Opportunity Home determines that the unit is free from those HQS deficiencies that resulted in the abatement and which are the owner's responsibility. If the inspector determines that corrections have not been made at the time of the scheduled reinspection, Opportunity Home will abate the unit beginning the first day of the month following the reinspection date.

Failed Reinspection

If the unit fails the reinspection due to HQS deficiencies which were listed at the original inspection, and the deficiencies were the responsibility of the owner, the housing assistance payments to the owner are abated.

Extensions

At the request of the party (tenant or owner) judged responsible for the deficiency, Opportunity Home may grant extensions to correct HQS deficiencies on good cause.



Tenant Prevention of Owner's Work to Correct Deficiencies

In those cases in which an owner claims that the tenant will not permit or allow correction of HQS deficiencies, Opportunity Home may reimburse the owner for abated amounts if the owner provides evidence of the timely filing and pursuing of a case of unlawful detainer against the tenant.

Rebate of Abated Amounts

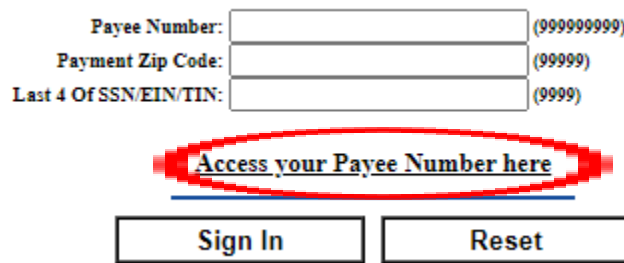
If an abated owner has corrected deficiencies prior to a re-inspection, the owner may, upon petition to Opportunity Home, receive a rebate on abated amounts retroactive to the date that the owner can conclusively prove that all HQS deficiencies had been corrected.



Navigating the Landlord Corner

Opportunity Home San Antonio's Landlord Corner is your portal to everything you need as a landlord participating in our assisted housing programs: Forms, Payment Schedule and Payments, Inspection Results, Families in your units and more.

1. You can access the Landlord Corner through our website, www.homesa.org, or you can type the following web address into your browser: bit.ly/LLCorner
2. Click on "Sign In," located in the menu bar on the left side of the page. Sign in to the Landlord Corner using your payee number.
3. **If you cannot remember your payee number:** Click on "Access your Payee Number here." Please note that Opportunity Home cannot provide this number by phone.



Payee Number: (999999999)

Payment Zip Code: (99999)

Last 4 Of SSN/EIN/TIN: (9999)

[Access your Payee Number here](#)

4. Enter the name you provided Opportunity Home on your payee W-9 form. Locate your name in the Search Results box and click the icon in the Commands column.
5. For further instructions, click on "Instructions," located in the menu bar on the left side of the page.

If you have any questions, please contact the following Housing Assistance Specialist:

Email: Landlords@homesa.org

Phone: (210) 477-6033

Attention! Effective July 1, 2017: Opportunity Home no longer mails your inspection results. You must access your Landlord Corner account to view results. For further instructions, see reverse side.



To View Inspection Results

Log in to your Landlord Corner account and click on “Units” in the menu column. Locate the unit for which you would like to view inspection results. Click the icon in the “Commands” column and results will appear in the “Past Inspections” box.

Information	Street (v)	City	State	Zip	Commands
Bulletin Board		Converse	TX	78109	▲
FAQs		Converse	TX	78109	▲
Forms		San Antonio	TX	78209	▲
Inspector Assigned Areas		San Antonio	TX	78209	▲
Instructions		Converse	TX	78209	▲
Payment Schedule		San Antonio	TX	78254	▲
Recertification Schedule		San Antonio	TX	78254	▲
Payments		San Antonio	TX	78239	▲
Received		San Antonio	TX	78252	▲
To Managing Farms		San Antonio	TX	78252	▲
Landlord		Live Oak	TX	78233	▲
Families		San Antonio	TX	78254	▲
Profile		San Antonio	TX	78253	▲
Units		San Antonio	TX	78252	▲
Update Contact Info		San Antonio	TX	78252	▲
Inspection		San Antonio	TX	78254	▲
		San Antonio	TX	78253	▲
		San Antonio	TX	78253	▲

Unit Information		
Unit	Most Recent Inspection	Family
Street	Date: 11/29/2023	Full Name
City State Zip	Type: Annual	HAP:
Bedrooms: 3	Result: Pass	Effective Date
Abated: No	Inspector Name: Steve Leffew	Re-exam Date
Abated Date:	Note:	Move-in Date
Sleeping Rooms: 4		
Full Bathrooms: 1		
Half Bathrooms: 1		
Contract Rent: ...		

Past Inspections						
Date	Type	Is Reinspection	Inspector	Result	Note	Commands
11/29/2023	Annual	Yes	Steve Leffew	Pass		▲
11/03/2023	Annual	No	Steve Leffew	Fail		▲
05/09/2022	Moving	Yes	Oscar Delgado	Pass		▲
05/03/2022	Moving	No	Oscar Delgado	Fail		▲

Back

Print Preview

Click the Command icon for inspection details



View Your Tenant's Assigned Housing Assistance Specialist

Click the icon on the “Families” in the menu column. Locate the family and click on the “Commands” icon. Results will appear in the “Family” column.

Family		Unit Address		Unit Characteristics	
Name:		Address:		Bedrooms:	3
HAP:		City:		Sleeping Rooms:	4
Effective Date:		State:		Full Bathrooms:	1
Re-entrance Date:		Zip:		Half Bathrooms:	0
Move-in Date:				Contract Rent:	\$1645.00
Entry ID:					
Specialist Name:					
Specialist Email:					

Name	Age	Gender	Relationship	Ethnicity	Race
				Not Hispanic or Latino	Black/African American
				Not Hispanic or Latino	Black/African American
				Not Hispanic or Latino	Black/African American

[Back](#)
[Print Preview](#)



Marketing to Voucher Holders

Participants are referred to these websites to easily access information on available units.

- AffordableHousing.com
- HousingBaseSanAntonio.com

Additional Landlord Resources

- Opportunity Home Video Resources
- Landlord Corner
- Electronic RTA



Glossary

Opportunity Home uses technical and abbreviated terms to describe items and members within the organization and the Housing Choice Voucher program. This glossary is a guide to those terms.

Co-head - An individual in the household who is equally responsible for the lease with the head of household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent. The cohead must have legal capacity to enter into a lease.

Displaced family - A family in which each member, or whose sole member, is a person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

Elderly family - A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Family - Includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- A single person, who may be an elderly person, disabled person, near-elderly person, or any other single person; or
- A group of persons residing together.

- Such group includes, but is not limited to:
- A family with or without children (a child who is
- temporarily away from the home because of placement
- in foster care is considered a member of the family),
- An elderly family,
- A near-elderly family,
- A disabled family,
- A displaced family, or
- The remaining member of a tenant family.

HAP Contract - Housing Assistance Payments contract. A written contract

between the public housing agency (PHA) and an owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family.

Head of Household - The adult member of the family who is considered the head for purposes of determining income eligibility and rent including, but not limited to, minors who are emancipated under state law and adult members of the household designated by the family as head, wholly or partly responsible for paying the rent and with the legal capacity to enter into a lease under state/local law.



Household - Household is a broader term that includes additional people who, with Opportunity Home's permission, live in an assisted unit, such as live-in aides, foster children and foster adults.

Housing Unit - Residential space for the private use of a family.

HQS - Housing Quality Standards; units must meet HQS standards throughout the year; HQS Inspections are required before the HAP contract is signed and at least annually during the term of the contract.

HUD - The U.S. Department of Housing and Urban Development; established in 1965, HUD works to create a decent home and suitable living environment for all Americans; it does this by addressing housing needs, improving and developing American communities and enforcing housing laws.

Interchangeable Terms - For the purposes of this Participant's Handbook, the following terms are used interchangeably throughout its entirety:

- "program participant," "participant," "tenant," "participant family," "family," and "household;"
- "housing unit," "unit," and "home;"
- "you," "landlord," property manager" and "owner."

Landlord - Either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

Near-elderly family - A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of

62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Other Adult - A family member, other than the head, spouse or cohead, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

Participant (participant family) - A family that has been admitted to the PHA program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of initial lease term).

Persons with Disabilities - Federal laws define a person with disabilities as "any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment."

PHA - Public Housing Agency.

Opportunity Home San Antonio - Opportunity Home is the public housing agency (PHA) serving the city of San Antonio and Bexar County.

Spouse - Spouse means the marriage partner of the head of household; the term "spouse" does not apply to friends, roommates or significant others who are not marriage partners; a "marriage partner" includes the partner in a "common law" marriage as defined as state law. A family may have a spouse or co-head, but not both.



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

Utility Allowance - If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Reimbursement - In the voucher program, the portion of the housing assistance payment which exceeds the amount of rent to owner.

Voucher (Housing Choice Voucher) - A document issued by a PHA to a family selected for admission to the HCV program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states obligations of the family under the program.