



RENTON HOUSING AUTHORITY
HCV HOUSING CHOICE VOUCHER
BRIEFING GUIDEBOOK



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BRIEFING PACKET CONTENTS

1. Section 8 Housing Choice Voucher Briefing Guidebook
2. Section 8 Participant Information Packet with Forms & Brochures
3. Housing Choice Voucher
4. Information Worksheet-Draft of Rent Estimate
5. Personalized Contact Card

Please inform the Section 8 Briefing Coordinator if any part of your Briefing Package is missing as soon as possible or if any assistance is needed in anyway.



Renton Housing Authority Welcomes the Family To The Section 8 Housing Choice Voucher Program

BRIEFING OVERVIEW

In this program briefing, we will cover many aspects of the Section 8 Housing Choice Voucher program, and provide the Family with accurate information about how the program works. With this information, the Family will be able to find suitable housing and remain in good standing with the landlord and Public Housing Authority (PHA.)

GOAL

Renton Housing Authority (RHA) is a public service agency. The housing authority's goal is to provide exceptional service to the Section 8 Voucher Program participating families as well as the landlords who list their properties with RHA and participate in the program when the families lease the units.

MISSION

The mission of Renton Housing Authority is to provide decent, quality, affordable housing in a safe environment to people with low incomes who make Renton their home. Through partnerships with our clients, service providers and other groups, we will responsibly increase and enhance our housing programs while providing opportunities for those we serve to become self sufficient.

SECTION 8 VOUCHER PROGRAM

This is a voucher briefing. We ask that the Family read this guidebook carefully. Please hold any questions until the briefing is completed. The Section 8 Program Coordinator will then answer all questions that are asked at that time.

The Section 8 Housing Choice Voucher program is a rental assistance or subsidy program funded by HUD for very low income families.

The incentive of a Section 8 Voucher is to find a less expensive unit and therefore pay less of the Family's income for rent. The family must be eligible under the following qualifications:

1. Income Limits
2. Family Size

VOUCHER PAYMENT STANDARDS

Under the program, there is a limit on the amount of rent a tenant can pay. The Housing Authority (HA) will calculate the subsidy based on income, family size and eligible deductions.

The HA pays a set amount regardless of the unit size of rent the landlord is requesting.

This amount is the ***Voucher Payment Standard***, minus 30% of the Family's adjusted income, but not to exceed 40% of their income. The Payment Standard is applied toward the adjusted income. The result will be the Family's portion of the amount of ***rent + utilities at the initial lease up***. This is the portion that will be the Family's monthly rent amount obligation that they will pay to the landlord.

The Family's rent plus utility allowance cannot exceed 40% of their monthly adjusted income. If the Family's rent exceeds this amount, they will not be able to lease the unit. However with the Family's permission, RHA may negotiate the rent to the Owner. If the negotiation is refused and an affordable rent isn't reached, the Family will need to continue searching.

Current Voucher Payment Standards effective date January 12, 2015:

0 BEDROOM	\$945
1 BEDROOM	\$1,103
2 BEDROOM	\$1,371
3 BEDROOM	\$1,998
4 BEDROOM	\$2,356
5 BEDROOM	\$2,709

Section 8 Housing Choice Vouchers have an expiration date and are extended for medical reasons or reasonable accommodations at the discretion of RHA. The Family may contact RHA with questions or concerns regarding any part of the voucher process.

VOLUNTARY PORTABILITY

Portability is the ability of a family to move from a PHA's jurisdiction to a location in another HA's jurisdiction. It allows the family to move away from high poverty, high crime rate and other undesirable areas. By choosing to move away from these areas, it can mean an improved school system, better public services, shopping areas and lower crime rates.

Once the Family receives their voucher, they may use the voucher in Renton, King County, Tacoma, Pierce County, Seattle, Everett, Bremerton, Kitsap County, and Snohomish County. The Family can also transfer to another Public Housing Authority (PHA) jurisdiction outside the initial issuing HA or anywhere in the United States under Voluntary Portability. If the family locates a unit in another HA's jurisdiction, it will be determined whether the voucher is transferable to another PHA under Voluntary Portability.

Families who lived outside of RHA's jurisdiction housing on their application date are required to live within RHA's jurisdiction for the first year (12 months) from the initial lease up date. Families who lived within RHA's jurisdiction on their housing application date may locate a unit anywhere in the United States. If the unit is outside RHA's jurisdiction, the receiving HA is contacted and the paperwork is forwarded. If applicable, the receiving HA will bill RHA monthly for the HAP, Utility Reimbursement and Administrative Fees to administer RHA's voucher. If the receiving HA absorbs the voucher a voucher will be issued from their allocation which will release a RHA voucher to be used again.

SECURITY DEPOSIT

Tenants pay a limited security deposit, not to exceed (1) month of the contract rent as well as a portion of the rent directly to the landlord.

1. The Housing Authority may prohibit the owner from collecting a Security Deposit in excess of:
 - a. private market practice or
 - b. amounts charged to unassisted tenants.
2. Owners may not charge the Family a higher amount because the Family is on the Section 8 program.

HQS INSPECTIONS

ALL units must pass a Housing Quality Standards Inspection. The inspections are processed approximately within 7-14 days on a first come, first serve basis. An appointment is scheduled for the inspection of the unit. Any failed items are reported to the owner and the unit must be rechecked and passed before being approved by RHA. Once passed, a lease can be executed between the Owner and the Tenant.

REQUEST FOR TENANCY APPROVAL

The Family will also find a REQUEST FOR TENANCY APPROVAL (RFTA) in the Family packet. This form is required in order to schedule an inspection. The RFTA must be returned intact, in order and entirety and completely filled out by the future Landlord and the Tenant before RHA can accept it and pass it to the inspectors.

The voucher expiration date is the date by which the RFTA must be returned to RHA as this stops the voucher from expiring. RHA will set an inspection appointment with the Owner, Landlord, Agent or other representative 18 or older to determine if the unit meets HQS.

A voucher participant has initially (60) days to locate a unit. RHA however, has extended the Family search time to 120 days.

The Participant must submit a Request For Tenancy Approval (RFTA) prior to the expiration date as indicated on the voucher in field #4.

HQS INSPECTORS

The HQS inspectors set their own schedules and the office staff doesn't know when the inspection will be processed.

The Family must contact the unit manager, landlord or owner to inquire if the inspection has been scheduled or when the inspection has passed. Again, please contact them for the inspection date or inspection results.

RHA strongly recommends that the Family **DO NOT** move into the unit until the unit passes the HQS inspection. Housing assistance will be effective the date that the unit passes a Housing Quality Standards (HQS) inspection.

IMPORTANT

If the Family moves into the unit prior to the HQS inspectors **passing the inspection**, the Family will be responsible for the entire contract rent until the inspection passes.

There also may be the possibility that the unit is not a legal dwelling unit under the HA standards or the rent may not fit. Therefore, the Family has moved into a unit that has not been approved for assistance. If the Family is already residing in the unit as a "lease in place" the housing assistance will be effective the date that the HQS inspection passes.

INSPECTION PREPARATION CHECK LIST

(For tenant and landlord use only- not official check list to determine if unit passes or fails inspection.)

Dear Landlords and Tenants,

Please use this checklist as a guide to ensure that the Family unit is safe, sanitary and decent. The unit **MUST PASS** inspection in order to start the lease up and HAP process to begin before RHA will begin HAP payments to the Landlord.

If there are any inspection questions, please call the inspectors at (425)226-1850 x 232 (Jim Milonas) The Family may use this checklist at the walk through prior to signing the lease.

FRONT and BACK DOOR

- Check for cracked door jamb and frames.
- Check weather stripping around on all exterior doors for air leaks.
- Check locks on all exterior doors to ensure that locks, dead bolts, knobs and locks work.
- Panes in windowed doors should be in good condition with no cracks or breaks.

ENTRY WAY

- Check that floor coverings are secured to floor. Carpet must be tacked down with no fraying and vinyl must be securely affixed.

HALLWAYS

- Closet doors must be on track and/or hung on hinges. Carpet must be tacked down with no fraying and vinyl must be securely fixed.
- ONE smoke detector is required on each living area level. Smoke detectors must work when tester button is pushed.

LIVING ROOM

- All electrical outlets must work and have complete and unbroken covers.

- Check that floor coverings are secured to floor. Carpet must be tacked down with no fraying and vinyl must be securely fixed.
- All windows must open and have permanent working locks attached to windows. A stick or bar is a secondary lock.
- All windows must be mildew free.
- Fireplaces must have grates and screens. Check for chipped, broken or cracked tiles in front of fireplace.
- All unit heat sources must work properly.

KITCHEN

- All furnished appliances must work properly. Check stove burners and oven, refrigerator and dishwasher.
- Refrigerator door seal must not have cracks or rips.
- Flooring must be secured to floor.
- Garbage disposal must work and all wiring must be properly secured and installed.
- Plumbing and pipes must work with no leaks or mold under sink or on walls and backsplash.
- Range hood fan and light must work.
- Cabinet edges must be smooth with minimal chips or cracks and doors must be secured to wall or floor.

BATHROOM

- Plumbing and pipes must work with no leaks or mold under sink or on walls and backsplash.
- Towel bars need to be secured to wall.
- Bath tub, toilet and sink need to work properly and be in good condition.
- Toilet must be secured to the floor with no leaks.
- Bath tub must be caulked around wall and sealed on floor at base and be mildew free.
- Walls, floors and ceiling must have no leaks, moisture or water soft spots, mildew, cracking or chipping.
- Bath fan must work properly, not drip or have a window that opens for ventilation.
- Cabinet edges must be smooth with minimal chips or cracks and doors must be secured to wall or floor.
- All outlets must properly and electrical outlets must work and have complete and unbroken covers. *A working ground fault interrupter (GFI) outlet is required. (*Applies to newer or remodeled units.)
- A working light is required and the bulb must have a cover.

BEDROOMS

- A minimum of one outlet and an overhead light or two outlets are required in each bedroom.
- All windows must open and have permanent working locks attached to windows. A stick or bar is a secondary lock.
- Windows must be mildew free.
- Closet doors must be on track and/or hung on hinges. Carpet must be tacked down with no fraying and vinyl must be securely fixed.
- Doors need striker plate and should close properly.
- Check for cracked door jamb and frames.
- Walls should be free of large holes and in good repair.
- Lights need covers.

CIRCUIT BREAKER BOX and ELECTRICAL SYSTEM

- The box must have a door and be sealed in wall with no space between the wall and the box.
- If unit has ungrounded system, 2 pronged outlets or working ground fault interrupter (GFI) outlets are required.

HOT WATER TANK

- The tank must have a temperature gauge and pressure relief valve and be set in a drip pan and secured to the wall with a bracket.
- The discharge line pipe must be made of galvanized steel or hard copper or CVPC pipe. The pipe must be within one foot of the floor.

EXTERIOR

- All down spouts and gutters should be secured to the building structure.
- The exterior area and yard should be clear of glass, boards with nails, trash, and other debris and hazards.
- Appliances cannot be stored outside in the yard, on the porch or stairs.
- No cars with broken windows, flat tires or otherwise non working vehicles can be parked or stored on the property.
- All surfaces must be in good condition and free from cracked and chipped paint. All wood must be free from holes and porches and supports must be structurally sound.
- Working lights are required above exterior doors.
- All cabanas, laundry rooms or other extra areas designated for the tenant's use must be lit, hazard free and have smoke detectors.
- Four or more stairs anywhere on the property or inside the structure require a handrail.

PUBLIC HOUSING RESIDENTS

If the Family is currently residing in Public Housing or any other program residence, the Family must completely vacate their unit before they can move into a Section 8 unit. Please confirm the vacate date with the landlord and caseworker.

DISABILITIES AND ACCOMODATION REQUESTS

In some cases a person with a disability as defined in Section 223 of the Social Security Act (42 U.S.C 423) can submit a Reasonable Accommodation for a voucher extension.

A Disability is defined as:

“(The) inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.”

A reasonable accommodation is designed to provide a person with a disability an equal opportunity for housing accessible to a non-disabled individual.

The Reasonable Accommodation request must be in writing and submitted prior to expiration of the voucher. The Family may choose a unit with fewer or more bedrooms than stipulated on the voucher, but it must meet the occupancy standard. The voucher subsidy will be based on the lower of the payment standard or the gross rent which is the amount of rent + utilities.

IMPORTANT ITEMS TO REMEMBER

1. Pay rent on time.
2. It is illegal for the Landlord to require the Tenant to pay more than the Tenant's share of the rent as well as the Tenant agreeing to pay more than the Tenant's share of the rent. This is considered FRAUD which may cause the Family to possibly lose their Voucher and be terminated from the program.
3. Do not pay a deposit which exceeds 1 month of the contract rent.
4. Report changes in family composition, income, assets, disability status, as well as any other changes to RHA within **TEN (10) business days** of the actual change.
5. If the Family damages the unit during occupancy, the Family may be charged for cleaning and unpaid rent upon vacating.
6. Please return the unit back to the original condition at lease up other than ordinary wear and tear.
7. When the Family vacates it must be according to the Lease Terms and RHA must be notified in writing for prior approval before vacating.
8. This Section 8 Housing Choice Voucher packet includes a map of RHA's jurisdiction. Renton City Limits includes the annexation of the Benson Hill Area.

9. Only the household members listed on the lease are to reside in the unit. If guests are expected, inform the Landlord and call RHA.

LEASES and REQUIREMENTS

A sample lease is included in the Briefing Packet. The lease is a legal and binding agreement between the Tenant and the Owner.

Please read it carefully prior to signing. The lease states Tenant and Family obligations while leasing the unit and the surrounding property.

LEASE

A (1) year lease is required. The lease is between the owner (Landlord) and the Section 8 Program Participant (tenant.)

Owners are allowed to increase rents annually if the request is approved by the Housing Authority. The owner must notify the HA 60 days in advance of the rent increase prior to the Annual Recertification

RHA requires the following information on INITIAL LEASES:

LEASE TERMS NEEDED FOR ***SECTION 8 HOUSING CHOICE VOUCHERS***

Dear Renton Housing Authority Section 8 Landlord,

After the Family moves into the unit, please return a completed and signed lease to Renton Housing Authority within two (2) weeks. In order to complete the **Housing Assistance Payment (H.A.P.)** process for check remittance to the landlord, the following conditions must be included in the completed lease.

Once a correct and signed lease is submitted to Renton Housing Authority, the Owner's W-9 Taxpayer Identification Number and Certification, and Fiduciary and Signature Authority information will be entered into our system.

The Owner will then be sent a H.A.P. contract that **must be returned within 60 days of the start date of the lease** signed and dated before the H.A.P check can be processed.

If the H.A.P. contract isn't returned within the sixty day period due to RHA not receiving the signed lease, the Owner may not receive the H.A.P. check for that period of time.

- 1. TERM DATES OF LEASE:** The lease must state the length of the lease for a period of 1 year, *or* 12 Months starting the day the Family moves into the unit on or after the inspection passes *and* on or after the start date of the Section 8 Housing Choice Voucher and *ending on the last day of the prior month in the next year.*
For example, the KNIGHT family moved in on JUNE 27, 2011 or any time in the month that the family move in. The lease should read “for a period of 1 year starting JUNE 27, 2011 and ending MAY 31, 2012.” These dates *are required* by HUD regulations to be consistent with both Landlord Tenant Law and the H.A.P. contract. The lease and the HAP contract must have identical term dates in order to be valid.
- 2. RENT AMOUNT:** The lease must state the total monthly rent, a due date and how the rent is to be paid i.e. check or money order, and where to mail or pay the rent.
- 3. DEPOSIT:** The lease must state the amount of the deposit.
- 4. UTILITIES:** The lease must state which (or all) utilities that the tenant shall pay for and is responsible for and which utilities the landlord shall pay for and is responsible or. If the Family is responsible for the utilities, the billing shall be in the responsible party's name.
- 5. UNIT FAMILY COMPOSITION:** The lease must list all family members to live in the unit at the start date of the lease. Any additions or changes to the family size must be reported to Renton Housing Authority. Please ensure that all names are spelled correctly, otherwise this may delay the H.A.P check.

Please use the Lease Detail Worksheet as a guide for the terms necessary to the lease agreement and call Renton Housing Authority with any questions regarding the lease, terms or how the Landlord receives the H.A.P. check.

This is a worksheet to be used as a lease templet. The worksheet is not to be used as a lease.

LEASE DETAIL WORK SHEET

***FOR INFORMATION ONLY-DO NOT USE AS A LEASE.**

- 1. DATE INSPECTION PASSED: / /**
- 2. SECTION 8 VOUCHER START DATE / /**
- 3. START OF LEASE DATE. / / . (Day Key Is Accepted)**
- 4. END OF LEASE DATE: / /**

- 5. TERM OF LEASE: 1 YEAR OR 12 MONTHS. (Must specify)**
- 6. MONTHLY AMOUNT OF RENT: _____, to be paid by the _____ of the month by _____**
(check, money order, direct deposit...) Please detail where rent is to be paid or sent.
- 7. DEPOSIT AMOUNT: _____.**
- 8. UTILITIES: list the utilities, which the tenant will be responsible. OR detail utilities that are to be paid by the tenant.**
- 9. HOUSEHOLD MEMBERS. (please specify adult or minor child, and list by full name.)**
 - a. _____ (head of household)
 - b. _____
 - c. _____
 - d. _____
 - e. _____
 - f. _____
- 10. ALL OTHER DETAILS-Garage use, yard maintenance, dogs or pet deposits, appliances, landlord visits, cable installation, waterbeds, and other expectations regarding the property.**

H.A.P. CONTRACT AND H.A.P. CHECK

Prior to receiving a HAP check, RHA must receive a valid lease between the tenant and the Owner. Within 10 business days, RHA will send 2 copies of the HAP contract to sign and date.

The Housing assistance Contract is between RHA and the Owner. The Rent Subsidy is being paid on behalf of the tenant as long as the Owner's tenant abides by the rules and regulations of the S8 Program. Once the executed HAP contract is received, within 10 business days, RHA will issue the HAP check to the owner.

In the Family packet, they will find a sample HAP CONTRACT. This is the agreement between the Housing Authority and the Owner. The Housing Assistance Payment (H.A.P.) is paid directly to the Owner.

We advise the Family to read it for information on damages, how RHA may hold rental assistance (HAP), when the Tenant's portion of the rent can be increased and other processes.

MOVE WITH CONTINUED ASSISTANCE AND VACATE NOTICES

If the Family plan to move, the Family is required to give at least twenty (20) day written notice to the Landlord as well as RHA if the Family plans to move out of their current unit. RHA has a Move Out Request Package that the Family will need to submit to start the moving process. The Family may also need to check with their Landlord for their requirements as well.

The Move with Continued Assistance (MWCA) process can take up to 60 days to prepare documentation, verifications and issue a voucher.

A mutual termination document can be signed by the Tenant and Landlord to terminate the lease at any time, but the Family can only move one (1) time in any twelve (12) months.

After the first year of the Initial Lease, the Tenant can give a twenty (20) day written notice by the 10th of the month that they wish to vacate by the end of the month or no sooner than the final seven (7) days of the month.

DOMESTIC VIOLENCE AND MWCA

The Revised Code of Washington (RCW 59.18.575) states that the Family may receive an exception to MCWA rules and procedures from RHA and

be permitted to move outside of Renton Housing Authority's jurisdiction if the situation is determined to be a case of Domestic Violence. This situation is when the Voucher holder and or Family is being stalked, harassed, and or threatened. Renton Housing Authority requests the Family to complete the Move With Continued Assistance paperwork as well as a Domestic Violence form to attach to the move request. The RCW is listed below as well as including a form to complete. As this is highly confidential information and pertains to the safety and welfare of the Family, the Housing Authority asks that the Family complete the MWCA and DV forms as soon as possible so that the requests will be expedited. Once reviewed and approved, RHA will issue a voucher with which to move to a safe location. The RCW is detailed below.

RCW59.18.575

(1)(a) If a tenant notifies the landlord in writing that he or she or a household member was a victim of an act that constitutes a crime of domestic violence, sexual assault, unlawful harassment, or stalking, and either (a)(i) or (ii) of this subsection applies, then subsection (2) of this section applies:

(i) The tenant or the household member has a valid order for protection under one or more of the following: Chapter [7.90](#), [26.50](#), or [26.26](#) RCW or RCW [9A.46.040](#), [9A.46.050](#), [10.14.080](#), [10.99.040](#) (2) or (3), or [26.09.050](#); or

(ii) The tenant or the household member has reported the domestic violence, sexual assault, unlawful harassment, or stalking to a qualified third party acting in his or her official capacity and the qualified third party has provided the tenant or the household member a written record of the report signed by the qualified third party.

(b) When a copy of a valid order for protection or a written record of a report signed by a qualified third party, as required under (a) of this subsection, is made available to the landlord, the tenant may terminate the rental agreement and quit the premises without further obligation under the rental agreement or under chapter [59.18](#) RCW. However, the request to terminate the rental agreement must occur within ninety days of the reported act, event, or circumstance that gave rise to the protective order or report to a qualified third party. A record of the report to a qualified third party that is provided to the tenant or household member shall consist of a document signed and dated by the qualified third party stating: (i) That the tenant or the household member notified him or her that he or she was a victim of an act or acts that constitute a crime of domestic violence, sexual assault, unlawful harassment, or stalking; (ii) the time and date the act or acts occurred; (iii) the location where the act or acts occurred; (iv) a brief description of the act or acts of domestic violence, sexual assault, unlawful harassment, or stalking; and (v) that the tenant or household member informed him or her of the name of the alleged perpetrator of the act or acts. The record of the report provided to the tenant or household member

shall not include the name of the alleged perpetrator of the act or acts of domestic violence, sexual assault, unlawful harassment, or stalking. The qualified third party shall keep a copy of the record of the report and shall note on the retained copy the name of the alleged perpetrator of the act or acts of domestic violence, sexual assault, unlawful harassment, or stalking. The record of the report to a qualified third party may be accomplished by completion of a form provided by the qualified third party, in substantially the following form:

[Name of organization, agency, clinic, professional service provider]

I and/or my (household member) am/is a victim of:

- . . . Domestic violence as defined by RCW [26.50.010](#).
- . . . Sexual assault as defined by RCW [70.125.030](#).
- . . . Stalking as defined by RCW [9A.46.110](#).
- . . . Unlawful harassment as defined by RCW [59.18.570](#).

Briefly describe the incident of domestic violence, sexual assault, unlawful harassment, or stalking:

The incident(s) that I rely on in support of this declaration occurred on the following date(s) and time(s) and at the following location(s):

The incident(s) that I rely on in support of this declaration were committed by the following person(s):

I state under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct. ___/___/___, _____., Washington, this _____ day of _____ 20____.

Signature of Tenant _____
or
Household Member _____

I verify that I have provided to the person whose signature appears above the statutes cited in RCW [59.18.575](#) and that the individual was a victim of an act that constitutes a crime of domestic violence, sexual assault, unlawful harassment, or stalking, and that the individual informed me of the name of the alleged perpetrator of the act.

Dated this _____ day of _____, 20____. ..
Day Month Year

(2) A tenant who terminates a rental agreement under this section is discharged from the payment of rent for any period following the last day of the month of the quitting date. The tenant shall remain liable for the rent for the month in which he or she terminated the rental agreement unless the termination is in accordance with RCW [59.18.200](#)

(1). Notwithstanding lease provisions that allow for forfeiture of a deposit for early termination, a tenant who terminates under this section is entitled to the return of the full deposit, subject to RCW [59.18.020](#) and [59.18.280](#). Other tenants who are parties to the rental agreement, except household members who are the victims of sexual assault, stalking, unlawful harassment, or domestic violence, are not released from their obligations under the rental agreement or other obligations under this chapter.

(3)(a) Notwithstanding any other provision under this section, if a tenant or a household member is a victim of sexual assault, stalking, or unlawful harassment by a landlord, the tenant may terminate the rental agreement and quit the premises without further obligation under the rental agreement or under this chapter prior to making a copy of a valid order for protection or a written record of a report signed by a qualified third party available to the landlord, provided that:

(i) The tenant must deliver a copy of a valid order for protection or written record of a report signed by a qualified third party to the landlord by mail, fax, or personal delivery by a third party within seven days of quitting the tenant's dwelling unit; **and**

(ii) A written record of a report signed by the qualified third party must be substantially in the form specified under subsection (1) (b) of this section. The record of the report provided to the landlord must not include the name of the alleged perpetrator of the act. On written request by the landlord, the qualified third party shall, within seven days, provide the name of the alleged perpetrator of the act to the landlord only if the alleged perpetrator was a person meeting the definition of the term "landlord" under RCW [59.18.570](#).

(b) A tenant who terminates his or her rental agreement under this subsection is discharged from the payment of rent for any period following the latter of: (i) The date the tenant vacates the unit; or (ii) the date the record of the report of the qualified third party and the written notice that the tenant has vacated are delivered to the landlord by mail, fax, or personal delivery by a third party. The tenant is entitled to a pro rata refund of any prepaid rent and must receive a full and specific statement of the basis for retaining any of the deposit together with any refund due in accordance with RCW [59.18.280](#).

(4) If a tenant or a household member is a victim of sexual assault, stalking, or unlawful harassment by a landlord, the tenant may change or add locks to the tenant's dwelling unit at the tenant's expense. If a tenant exercises his or her rights to change or add locks, the following rules apply:

(a) Within seven days of changing or adding locks, the tenant must deliver to the landlord by mail, fax, or personal delivery by a third party: (i) Written notice that the tenant has changed or added locks; and (ii) a copy of a valid order for protection or a written record of a report signed by a qualified third party. A written record of a report signed by a qualified third party must be substantially in the form specified under subsection (1)(b) of this section. The record of the report provided to the landlord must not include the name of the alleged perpetrator of the act. On written request by the landlord, the qualified third party shall, within seven days, provide the name of the alleged perpetrator to the landlord only if the alleged perpetrator was a person meeting the definition of the term "landlord" under RCW [59.18.570](#).

(b) After the tenant provides notice to the landlord that the tenant has changed or added locks, the tenant's rental agreement shall terminate on the ninetieth day after providing such notice, unless:

(i) Within sixty days of providing notice that the tenant has changed or added locks, the tenant notifies the landlord in writing that the tenant does not wish to terminate his or her rental agreement.

If the perpetrator has been identified by the qualified third party and is no longer an employee or agent of the landlord or owner and does not reside at the property, the tenant shall provide the owner or owner's designated agent with a copy of the key to the new locks at the same time as providing notice that the tenant does not wish to terminate his or her rental agreement. A tenant who has a valid protection, antiharassment, or other protective order against the owner of the premises or against an employee or agent of the landlord or owner is not required to provide a key to the new locks until the protective order expires or the tenant vacates; or

(ii) The tenant exercises his or her rights to terminate the rental agreement under subsection (3) of this section within sixty days of providing notice that the tenant has changed or added locks.

(c) After a landlord receives notice that a tenant has changed or added locks to his or her dwelling unit under (a) of this subsection, the landlord may not enter the tenant's dwelling unit except as follows:

(i) In the case of an emergency, the landlord may enter the unit if accompanied by a law enforcement or fire official acting in his or her official capacity. If the landlord reasonably concludes that the circumstances require immediate entry into the unit, the landlord may, after notifying emergency services, use such force as necessary to enter the unit if the tenant is not present; or

(ii) The landlord complies with the requirements of RCW [59.18.150](#) and clearly specifies in writing the time and date that the landlord intends to enter the unit and the purpose for entering the unit. The tenant must make arrangements to permit access by the landlord.

(d) The exercise of rights to change or add locks under this subsection does not discharge the tenant from the payment of rent until the rental agreement is terminated and the tenant vacates the unit.

(e) The tenant may not change any locks to common areas and must make keys for new locks available to other household members.

(f) Upon vacating the dwelling unit, the tenant must deliver the key and all copies of the key to the landlord by mail or personal delivery by a third party.

(5) A tenant's remedies under this section do not preempt any other legal remedy available to the tenant.

(6) The provision of verification of a report under subsection (1)(b) of this section does not waive the confidential or privileged nature of the communication between a victim of domestic violence, sexual assault, or stalking with a qualified third party pursuant to RCW [5.60.060](#), [70.123.075](#), or [70.125.065](#). No record or evidence obtained from such disclosure may be used in any civil, administrative, or criminal proceeding against the victim unless a written waiver of applicable evidentiary privilege is obtained, except that the verification itself, and no other privileged information, under subsection (1) (b) of this section may be used in civil proceedings brought under this section.

[2009 c 395 § 2; 2006 c 138 § 27; 2004 c 17 § 3.]

Notes:

Short title -- 2006 c 138: See RCW [7.90.900](#).

Findings -- Intent--Effective date--2004 c 17: See notes following RCW [59.18.570](#)

SUGGESTED RENTAL RESOURCES

RHA maintains a list of houses, duplex units, condos, townhouses and apartments. The owners and landlords will work with the Section 8 program to supply affordable housing within Renton Housing Authority's jurisdiction. The Section 8 Housing List is available in the lobby and is updated at least once a week. The Family may also contact Landlords through internet listings, personal contacts, For Rent signs as well as the housing section in local newspapers.

FAMILY HOUSING CONTACT LIST

This list is important because if the Family is having difficulty locating a unit that fits their needs, RHA may ask to see their Family Housing Contact List to determine that the Family hasn't turned down any acceptable housing.

This list will also show whether they have made a steady and consistent effort to locate suitable housing. Please include all telephone calls, e-mails, internet ads and listings as well as personal contacts. RHA will determine if the Family's voucher should be extended. If the voucher is not extended, the Family will not be allowed to have an informal hearing to dispute the decision.

FRAUD, VIOLATIONS AND HOUSING RIGHTS

The Section 8 Admin Plan, Section 15.0, Termination of assistance to the family by the Renton Housing Authority states,"

15.0 Termination of assistance to the family by the Renton Housing Authority

15.1 The Housing Authority may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

- A. If the family violates any family obligations under the program.

- B. If a family member fails to sign and submit consent forms.
- C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Renton Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.
- D. If any member of the family has ever been evicted from public housing.
- E. If the Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.
- F. If any member of the family commits drug-related or violent criminal activity.
- G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
- H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.
- I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)
- K. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- L. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
- M. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.
- N. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Renton Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

The Director of Housing Management/Deputy Executive Director or designee will send a letter to the tenant enclosing a copy of the record obtained from local law enforcement or a description of relevant information germane to the proposed action. The letter will allow the tenant no fewer than ten (10) business days to arrange for an appointment with Director of Housing Management/Deputy Executive Director or designee to dispute the accuracy and relevancy of the information before the decision to evict or terminate is reached.

The brochure “Fair Housing” is included in the Family’s packet. They should contact the Housing Authority with any questions.

FAIR HOUSING AND DISCRIMINATION

A brochure and complaint form is included for information. If the Family suspects that they have been discriminated against in housing, they should contact Renton Housing Authority or the HUD Seattle Office. RHA has Renton Community Resource Guides available in the lobby with other legal agency phone numbers as well as other contact phone numbers.

HUD Fair Housing and Equal Opportunity
Arcade Plaza Building
1321 Second Avenue
Seattle WA 98101-2058

HUD Seattle Regional Office
909 First Ave, Suite 200
Seattle WA 98104-1000 ()
Phone (206) 220-5101 Fax-(206) 220-5108



FORM AND BROCHURE APPENDIX

- Participant Packet-Personal Declaration
- Assignment of Bedroom Sizes
- FACT SHEET-"How Your Rent is Determined"
- Maximum Subsidy, Payment Standards and Rent Formulas
- Utility Allowances Schedule
- Request for Tenancy Approval (Landlord Package)
- Inspection Checklist
- Renton Housing Authority Procedures and Process Brochure
- Portability Request
- Section 8 Available Housing List
- Map of RHA Jurisdiction
- Family Obligations
- Termination of Assistance
- Informal Hearing (Grievance Process)
- HUD Brochure "Your Housing Rights and Section 8 Programs"
- HUD Brochure "A Good Place to Live"
- HUD Fair Housing –Equal Opportunity for All
- HUD Booklet-Fair Housing –It's Your Right
- Fair Housing Agencies in Washington State
- HUD "Are You a Victim of Housing Discrimination?" Booklet and Form
- HUD Housing Discrimination Complaint Form

If you are a person with a disability and need an accommodation, please do not hesitate to let your specific needs be known to the Housing Authority. If yours is a limited English speaking household and you want this letter interpreted at no cost, please come to RHA during normal hours, Monday to Friday, 8:00am to 5:00pm.

FORM AND BROCHURE APPENDIX CONTINUED

- Protect The Family from Lead Your Home**
- Lead- Based Pain A Threat to Your Children**
- City of Renton Resources Guide**
- City of Renton Jurisdiction Map**
- Renton Housing Authority Available Housing Unit List**
- Important Information About Your Lease**
- Sample Lease**
- Sample HAP**
- Your Rights as a Tenant in Washington State**
- Family Certification of Briefing**
- Forms and Documents Provided by Renton Housing Authority**



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RENTON HOUSING AUTHORITY

P.O. Box 2316 • Renton, WA 98056-0316
Office 425/226-1850 • Fax 425/271-8319



www.rentonhousing.org



TTY 800-833-6388

FAMILY CERTIFICATION OF BRIEFING

Instructions to Section 8 Voucher Family: This form must be completed and turned in at the conclusion of the briefing. This is to certify that on this date I have completed a Family Briefing for the Section 8 Housing Choice Voucher Program. The items below have been explained in detail to me by a Renton Housing Authority representative. I understand that should I need a further explanation of any or all of these items, it is always available to me in person, by telephone or in writing. Please check off each item, sign and date and turn into the Section 8 Coordinator at the end of the briefing. (Please check the instructions, procedures and processes that that have been explained to the Family.)

- A description of how the Section 8 Housing Choice Voucher Program works.
- The areas where the Family are permitted to lease a unit.
- The facts that should be considered prior to renting a unit.
- The advantages of living in low crime and low poverty areas.
- The Tenant's responsibilities to the Owner.
- The Section 8 Family's obligations to Renton Housing Authority.
- How the Housing Assistance Payment (HAP) is calculated for the family.
- How the maximum unit rent is calculated.
- The length of the term of the voucher and Renton Housing Authority's policy for extensions.
- An explanation of portability procedures and the process for exercising portability.
- Renton Housing Authority's policy on providing information to prospective owners.
- Renton Housing Authority's Occupancy Standards relative to the family unit size.
- Renton Housing Authority's policy on termination of housing assistance and grievance procedures.
- The process to report income changes and family composition changes.

I understand the rules of the Section 8 Housing Choice Voucher Program and will comply with them as long as I participate in the program.

_____/_____/_____
Section 8 Housing voucher Head of Household Date

_____/_____/_____
Section 8 Housing voucher Family Representative Date

_____/_____/_____
Renton Housing Authority Representative Date

If you are a person with a disability and need an accommodation, please do not hesitate to let your specific needs be known to the Housing Authority. If yours is a limited English speaking household and you want this letter interpreted at no cost, please come to RHA during normal hours, Monday to Friday, 8:00am to 5:00pm.



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Forms and Documents Renton Housing Authority has provided to me

This is to certify that on this date I have completed a Family Briefing for the Section 8 Housing Choice Voucher Program. Please check off each item. I have received the forms and documents below and understand that should I need a further explanation of any or all of these items, it is always available to me in person, by telephone or in writing. (Please check the documents that the Family has received, sign, date and turn into the Section 8 coordinator at the end of the briefing.)

- | | |
|--|---|
| <input type="checkbox"/> Participant Packet-Personal Declaration | <input type="checkbox"/> HUD Fair Housing –Equal Opportunity for All |
| <input type="checkbox"/> Assignment of Bedroom Sizes | <input type="checkbox"/> HUD Booklet-Fair Housing –It’s Your Right |
| <input type="checkbox"/> FACT SHEET-“How Your Rent is Determined” | <input type="checkbox"/> Fair Housing Agencies in Washington State |
| <input type="checkbox"/> Maximum Subsidy, Payment Standards and Rent Formulas | <input type="checkbox"/> HUD “Are You a Victim of Housing Discrimination?” Booklet and Form |
| <input type="checkbox"/> Utility Allowances Schedule | <input type="checkbox"/> HUD Housing Discrimination Complaint Form |
| <input type="checkbox"/> Request for Tenancy Approval (Landlord Package) | <input type="checkbox"/> Protect The Family from Lead Your Home |
| <input type="checkbox"/> Inspection Checklist | <input type="checkbox"/> Lead- Based Pain A Threat to Your Children |
| <input type="checkbox"/> Renton Housing Authority Procedures and Process Brochure | <input type="checkbox"/> City of Renton Resources Guide |
| <input type="checkbox"/> Portability Request | <input type="checkbox"/> City of Renton Jurisdiction Map |
| <input type="checkbox"/> Section 8 Available Housing List | <input type="checkbox"/> Renton Housing Authority Available Housing Unit List |
| <input type="checkbox"/> Map of RHA Jurisdiction | <input type="checkbox"/> Important Information About Your Lease |
| <input type="checkbox"/> Family Obligations | <input type="checkbox"/> Sample Lease |
| <input type="checkbox"/> Termination of Assistance | <input type="checkbox"/> Sample HAP |
| <input type="checkbox"/> Informal Hearing (Grievance Process) | <input type="checkbox"/> Your Rights as a Tenant in Washington State |
| <input type="checkbox"/> HUD Brochure “Your Housing Rights and Section 8 Programs” | <input type="checkbox"/> Family Certification of Briefing |
| <input type="checkbox"/> HUD Brochure “A Good Place to Live” | <input type="checkbox"/> Forms and Documents Provided by Renton Housing Authority |

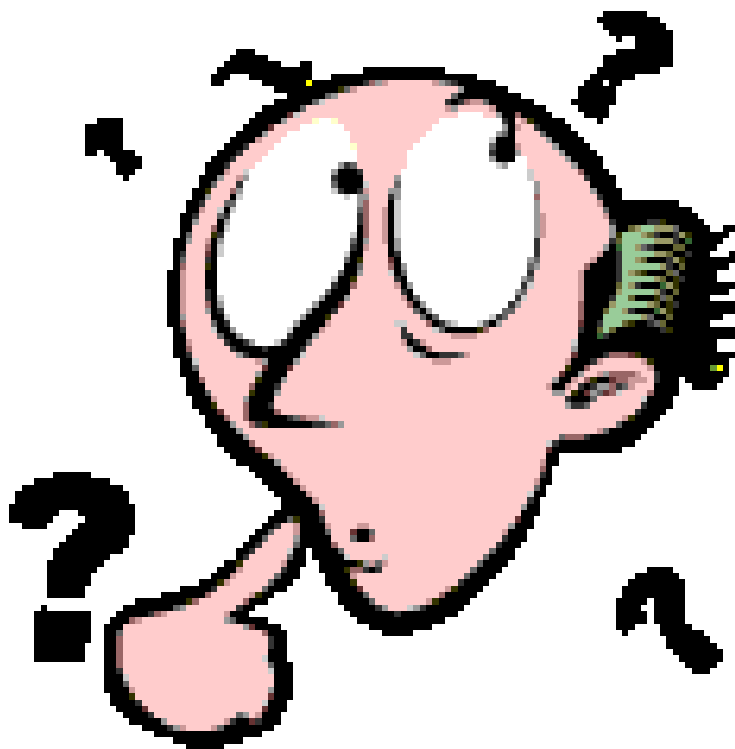
It is my responsibility to locate suitable and eligible housing before the expiration date of my voucher and to notify Renton Housing Authority if I am having difficulty. I understand the rules of the Section 8 Housing Choice Voucher Program and will comply with them as long as I participate in the program.

_____/_____/_____
Section 8 Housing voucher Head of Household Date

_____/_____/_____
Section 8 Housing voucher Family Representative Date

_____/_____/_____
Renton Housing Authority Representative Date

If you are a person with a disability and need an accommodation, please do not hesitate to let your specific needs be known to the Housing Authority. If yours is a limited English speaking household and you want this letter interpreted at no cost, please come to RHA during normal hours, Monday to Friday, 8:00am to 5:00pm.



***Confused? Concerns? Questions?
Limited English Speaking?***

TELL US.

For Section 8 HCV Program questions, please contact Renton Housing Authority, 425-226-1850. Information is also available at www.rentonhousing.org. There is information and Landlord-Tenant information at these websites: www.hud.gov; as well as the State of Washington Attorney General website, www.atg.wa.gov/LandlordTenant.

If you are a person with a disability and need an accommodation, please do not hesitate to let your specific needs be known to the Housing Authority. If yours is a limited English speaking household and you want this material interpreted at no cost, please come to RHA during normal business hours, Monday to Friday, 8:00 am to 5:00 pm.