



SECTION 8 DIVISION

400 Harriet Tubman Street • Knoxville, TN 37915
865.403.1234 • Fax 865.594.8790
800.848.0298 (Tennessee Relay Center)
www.kcdc.org

Dear Owner/Manager:

The Department of Housing and Urban Development (HUD) has conveyed to us its serious concerns about violations of the Section 8 Housing Choice Voucher requirements. The HUD Office of Inspector General (IG) has recently identified cases of fraud by Public Housing Agencies (PHAs) and their employees, owners/managers, and tenants participating in the Section 8 Housing Choice Voucher Program.

For the Department to provide Section 8 housing assistance to as many needy families as possible, all participants in this HUD-sponsored program must properly utilize government funds and follow Departmental policy requirements. Incidences of fraud, willful misrepresentation, or intent to deceive regarding the Section 8 Housing Choice Voucher Program are criminal acts. If you are suspected of committing any fraudulent actions, we are required to refer the matter to the proper authority for appropriate action. This could lead to an investigation of the allegation and could result in your being accused of a federal crime. You could also be terminated from participation in the program.

Some examples of fraud involving owner/manager identified by the IG's investigation included:

1. Requiring extra ("side") payments in excess of the family's share of the rent.
2. Collecting assistance payments for units not occupied by Section 8 tenants.
3. Bribing PHA employees to certify substandard units as standard.

We urge you to report any violations of the Section 8 Housing Choice Voucher Program. These violations should be reported immediately rather than to continue in noncompliance with program requirements.

If you know of any violation of fraud committed by other persons, including KCDC employees, tenants, or other owners, please contact me at 403-1234. Also, please contact me if you have any questions.

In addition, we are asking tenants who are receiving Section 8 Housing Assistance to report any abuses of the program.

We will take any action warranted to ensure that cases of fraud are prevented or prosecuted and are working with HUD to accomplish this task. Thank you for your cooperation.

Sincerely,

Kimberly Trame
Director of Rental Assistance



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FROM: Section 8 Housing Choice Voucher Office
TO: Property Owners
SUBJECT: Program Information, Policies, and Procedures

The attached information is provided to clarify questions you may have about the Section 8 Housing Choice Voucher Program. This information includes:

- a. Section 8 Housing Choice Voucher Program Owner Fact Sheet
- b. Owner's Obligations and Responsibilities
- c. Real Estate Taxes
- d. Obligations of the Family
- e. Screening Procedures
- f. Rent Determination
- g. Clarification of Accessibility for Persons with Disabilities
- h. Lead Base Paint Hazards and Certification
- i. Housing Quality Standards performance and Acceptability Requirements
- j. Tenant/Owner Inspection Check List
- k. Rental Rehabilitation Information Letter
- l. Knox County: Central Knoxville Census Tract

If after reviewing this information, you feel that your unit(s) will meet the requirements, please refer to the Tennessee Housing Development Corporation (THDA) listing resource website at www.TNHousingSearch.org to include your property in the index of units available for Section 8 Housing Choice Voucher holders. This website is used by Section 8 Housing Choice Voucher holders in their search for housing. However, their selection is not confined to this list resource. KCDC encourages tenants to seek housing outside low income and minority concentration.

Persons who contact you about your unit must have a voucher to receive KCDC assistance. This verifies they meet the program guidelines and qualify to receive assistance on a unit that meets the program standards. The voucher does not attest to the family's desirability as a tenant; therefore, we suggest that you screen the family before agreeing to rent to them.

You and the family you select must complete the family's Request for Tenancy Approval. The Request for Tenancy Approval and a copy of a proposed lease must be returned to KCDC. If the family is eligible for the unit as described on the Request for Tenancy Approval, KCDC will inspect it for housing quality. When you have completed any repairs, if any, identified in the inspection, your unit will be approved and a lease date will be set.

We appreciate your interest in this program!

Section 8 Housing Choice Voucher Program Owner/Landlord Process

Following are basic guidelines of how KCDC's voucher program works.

- ◆ The owner/landlord lists their unit on the THDA list; may also advertise in the newspaper stating owner/landlord will accept KCDC vouchers
- ◆ The family applies for a voucher
- ◆ KCDC issues the family a voucher
- ◆ The family searches for a unit to rent
- ◆ When the family locates a unit, they ask the owner/landlord
 - if they will accept the voucher holder as a tenant, and
 - if the owner/landlord is willing to accept a Housing Assistance Payment (HAP) from KCDC
- ◆ The owner/landlord and family sign a *Request for Tenancy Approval* (RFTA) form and submit it and a copy of the lease (owner provided) to KCDC. A unit must be available for inspection within thirty (30) days from the date of submitted *Request for Tenancy Approval*. Once inspected, the unit must pass inspection within thirty (30) days.
- ◆ If the owner/landlord's lease and rent amount are acceptable to KCDC, the KCDC staff conducts a Housing Quality Standards (HQS) inspection of the unit. Inspections are scheduled between ten and fifteen days after the *Request for Tenancy Approval* form is received
- ◆ If repairs are needed, they must be completed and approved by KCDC before assistance may begin
- ◆ Once unit passes inspection, the owner/landlord and tenant sign a lease
- ◆ The family pays the security deposit (*the owner/landlord sets the amount*)
- ◆ The owner/landlord signs a Housing Assistance Payment (HAP) contract with KCDC. The owner/landlord must also submit a W-9, proof of ownership, and a voided check or direct deposit ticket
- ◆ The family moves into the unit
- ◆ Each month, KCDC pays a portion of the rent to the owner/landlord through bank direct deposit, and the family pays their portion of the rent directly to the owner
- ◆ The family reports certain changes in income and family composition
- ◆ The family's eligibility is recertified each year
- ◆ The unit must pass KCDC's Housing Quality Standards (HQS) inspection each year. If the unit was built before 1978, a *Lead-Based Paint Disclosure* form must be signed by the owner and tenant at lease signing
- ◆ Relocations are possible after the initial lease term and with a *30-Day Notice of Intent to Move*.



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Section 8 Housing Choice Voucher Program Owner Fact Sheet

SECURITY DEPOSIT – KCDC is not required to set the security deposit. It is determined by the owner. The security deposit is to be held in a special numbered account until the termination of tenancy. Upon termination of the lease, the owner shall inspect the unit for damages beyond normal wear and tear. If there are damages or unpaid rent, the owner may apply the security deposit toward these charges.

EVICTON – The owner may evict a Section 8 Housing Choice Voucher Program family who has seriously or repeatedly violated the lease, for violation of applicable federal, state or local law, or for other good cause. The owner may evict the family from the unit only by instituting appropriate court action. The owner must give the family a 30-day written notice to vacate while simultaneously notifying KCDC of tenant eviction. The notice must state the reason(s) for the eviction.

TENANT INITIATED TERMINATION OF THE LEASE – After the initial one year lease term, the family may terminate the lease without cause by giving the landlord a written notice. The family's notice of intent to vacate should not be received more than 60 days before they move.

LEASE – The Section 8 Housing Choice Voucher Program requires a leasing agreement between the owner and the family. Owners must use their lease form with an attached HUD addendum.

HOUSING ASSISTANCE PAYMENT CONTRACT – This document is executed between the property owner and KCDC. The contract states the monthly payment from KCDC to the owner, the amount of rent payable by the family to the owner, and the regulations and terms governing the Section 8 Housing Choice Voucher Program. The term of the contract runs concurrently with the term of the lease. The owner is responsible for notifying KCDC simultaneously with tenant notification when evicted, non-renewal of lease or foreclosure.

HOUSING ASSISTANCE PAYMENTS – The owner will receive, from KCDC, a Housing Assistance Payment (HAP) for the tenant. The HAP will be a Direct Deposit into an account set up by the owner. The owner's acceptance of the HAP indicates that the family occupies the unit, the family's contribution toward rent has been collected, and the unit remains in a decent, safe, and sanitary condition. If any of these conditions do not exist, the owner should contact a Section 8 representative immediately.

Section 8 Housing Choice Voucher Program Fact Sheet

1. KCDC determines the amount of monthly housing assistance payments to be paid. The monthly housing assistance is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the initial housing assistance payment for the family, KCDC will use the payment standard in effect on the date the lease is approved. The family may choose to rent a unit for more or less than the payment standard, but the choice does not change the amount of the assistance payment. The actual amount of the assistance payment will be determined by the unit size selected by the family.
2. Conditions the family should consider in deciding to lease a unit:
 - A. The condition of the unit
 - B. Whether the rent is reasonable
 - C. The cost of any tenant-paid utilities and whether the unit is energy efficient
 - D. The location of the unit, including proximity to public transportation, centers of employment, schools, and shopping.
3. If a family includes a disabled person, the family may request a current listing from KCDC of known accessible units that may be available.
4. Assignment of Bedroom Sizes (Subsidy Standards)

KCDC will issue a voucher for a particular bedroom size – the bedroom size is a factor in determining the family's level of assistance. The following guidelines will determine each family's unit size without overcrowding or overhousing.

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood.

In determining bedroom size, KCDC will include the presence of children to be born to a pregnant woman; children who are in the process of being adopted, children whose custody is being obtained, and children who are temporarily away at school or temporarily in foster care.

Bedroom size will also be determined using the following guidelines:

- A. Children of the same sex will share a bedroom unless one is over 18 and the other is under 18;
- B. Children of the opposite sex (both under the age of two [2]) will share a bedroom; if the child turns two (2) within two months of moving, KCDC will increase the bedroom size allowance;
- C. Adults and children (unless under age two) will not be required to share a bedroom;
- D. Foster adults and foster children will not be required to share a bedroom with family members;
- E. Live-In Aides will be allowed a separate bedroom. To qualify as a live-in aide, the tenant's doctor must document that the tenant needs a live-in aide. KCDC will screen and add the live-in aide to the tenant's lease if eligible.

KCDC will grant exceptions to normal occupancy standards when a family requests a larger bedroom-size voucher than the guidelines allow and documents a medical reason why the larger size is necessary.

The family unit size will be determined by KCDC according to the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size allocated. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family's voucher size will determine the maximum subsidy.

5. Reasonable Accommodation

According to Title II of the Americans with Disabilities Act (ADA), a reasonable accommodation will be provided for disabled persons if a medical professional verifies the disability and if the request has a direct relationship to the disability unless KCDC can demonstrate it would result in a fundamental alteration in the nature of the program or activity or in undue financial and administrative burdens. **Persons requesting a special accommodation must complete and submit a Reasonable Accommodation Request form.** When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, the accommodation would make the unit accessible and usable by the person with a disability. Because disabilities are not always apparent, KCDC will inform applicants/residents of the opportunity to request a reasonable accommodation.

Participants will make their accommodation request to the occupancy specialist to whom their file is assigned. The specialists will give the participant/applicant the form to complete that has a section for their medical professional to complete. The completed form should be forwarded to the ADA coordinator. The coordinator will verify the information provided and notify the participant/applicant in writing and allow an opportunity to dispute the decision within ten (10) days from the date of the denial letter.

If the participant requests (as a reasonable accommodation) that he or she be permitted to make physical modifications to their dwelling unit (at their own expense), the request should be made to the property owner/manager. KCDC does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

KCDC will grant an exception to the normal occupancy standards when a family requests a larger bedroom-size voucher than the guidelines allow and documents a medical reason why the larger size is necessary. If a participant requests a larger bedroom size for a Live in Aide the Live in Aide cannot be a family member of the assisted family and is not entitled to the Housing Choice Voucher.

If the Payment Standards are lowered because of insufficient funding, the following will be excluded: elderly families, disabled families, VASH Families, Family Self-Sufficiency families, and Section 8 homeowner families, and Project Based Voucher families.

KCDC may approve a higher payment standard as a reasonable accommodation for a disabled family.

Mandatory reasonable accommodation request forms must be completed and returned to KCDC for this to be considered.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

6. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give KCDC the Request for Tenancy Approval signed by the owner and the family and a copy of the proposed lease.

The Request for Tenancy Approval form can be obtained from KCDC. The family may not submit more than one Request for Tenancy Approval at a time.

INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required

KCDC will give a participant family an opportunity for an informal hearing to consider whether the following KCDC decisions relating to the individual circumstances of a participant family are according to the law, HUD regulations, and KCDC policies:

- a. A determination of the family's annual or adjusted income and the use of such income to compute the housing assistance payment;
- b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from KCDC's utility allowance schedule;
- c. A determination of the family unit size under KCDC subsidy standards;
- d. A determination that a Housing Choice Voucher Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under KCDC subsidy standards, or KCDC determination to deny the family's request for an exception from the standards;
- e. A determination to terminate assistance for a participant family because of the family's action or failure to act;
- f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under KCDC policy and HUD rules.

B. When a Hearing is Not Required

KCDC will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by KCDC;
2. General policy issues or class grievances;
3. Establishment of KCDC's schedule of utility allowances for families in the program;
4. A KCDC determination not to approve an extension or suspension of a voucher term;
5. A KCDC determination not to approve a unit or lease;
6. A KCDC determination that an assisted unit is not in compliance with HQS. (However, KCDC will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.);
7. A KCDC determination that the unit is not according to HQS because of the family size;
8. A determination by KCDC to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

KCDC, applicants and participants will adhere to the following procedures:

1. Discovery:
 - a. The family will be given the opportunity to examine before the review/hearing any KCDC documents that are directly relevant to the review/hearing. The family will be allowed to copy any such document at the family's expense. If KCDC does not make the document(s) available for examination on request of the family, KCDC may not rely on the document at the review/hearing.
 - b. KCDC will be given the opportunity to examine, at KCDC's offices before the review/hearing, any family documents that are directly relevant to the review/hearing. KCDC will be allowed to copy any such document at KCDC's expense. If the family does not make the document(s) available for examination on request of KCDC, the family may not rely on the document(s) at the review/hearing.

Note: The term **document** includes records and regulations.

- c. If review/hearing had previously been decided through another review/hearing officer for the same violation, the tenant is not required to have another review/hearing.
2. Representation of the Family:

- b. Contrary to HUD regulations or requirements or otherwise contrary to federal, state, or local law; or
- c. If KCDC determines that it is not bound by a review/hearing decision, KCDC will notify the family within 14 calendar days of the determination and of the reasons for the determination.

D. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, KCDC may consider all circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

KCDC may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. KCDC may permit the other members of a participant family to continue receiving assistance.

If KCDC seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that KCDC provides notice to the family of KCDC's decision to deny or terminate assistance. In determining whether to terminate assistance for these reasons KCDC will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

E. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that KCDC provide for an informal hearing after the family has notification of the INS decision on appeal or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance* or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance* or of the INS appeal decision.



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Owner's Obligations and Responsibilities

1. The landlord must comply with all responsibilities and obligations assigned to the landlord in the executed Lease and Contract. The landlord retains all rights and responsibilities for enforcing the Lease, collecting tenant's portion of rent, and instigating eviction procedures.
2. The Contract Rent listed in the Contract is the maximum amount the landlord can require for rent, including all services, maintenance, and utilities that the owner agreed to provide in accordance with the Lease. **TO COLLECT MORE THAN THIS AMOUNT CONSTITUTES FRAUD AGAINST THE FEDERAL GOVERNMENT.**
3. The owner is required to periodically monitor the condition of the unit and to insure that it continuously meets the Housing Quality Standards.
4. The owner is required to perform ongoing maintenance and repairs as necessary to maintain a standard condition in the unit.
5. The owner is responsible for periodically monitoring the unit to insure that the eligible family occupies the residence.
6. The owner certifies that: (a) the owner is maintaining the contract unit in accordance with the HQS, (b) the contract unit is leased to the tenant, and the lease is in accordance with this contract and program requirements, (c) the rent to owner does not exceed rents charged by the owner for other comparable unassisted units, (d) the family does not own or have any interest in the contract unit, and if the owner is a cooperative, the family may be a member of the cooperative, (e) to the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
7. Transfer of Property Ownership: The property owner purchasing this unit agrees to (a) meet with a KCDC representative pending the sale, (b) provide required information, i.e., name, address, social security number, authorization agreement for automatic deposit, and proof of paid taxes (c) notify the assisted tenant, and (d) request the tenant's security deposit and leasing documents as part of the settlement and closing of this sale.
8. The owner may submit a rental increase or request a new lease 60 days prior to the annual certification month. The request must be sent to the tenant and KCDC must receive a copy. Please include the resident's full address on the rent increase, the amount and effective date of the increase, and the reason for the increase.

I understand my responsibilities and obligations as a landlord participating in the Section 8 Housing Choice Voucher Program and agree to fulfill them as required by the executed Contract and Lease.

Landlord's signature

Date

c: Tenant file
Landlord



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TO: Section 8 Owners/Landlords
FROM: Section 8 Housing Choice Voucher Office
SUBJECT: Real Estate Taxes

Under 982.306 in the Code of Federal Regulations, the following is stated:

The Public Housing Agency may deny approval of an assisted tenancy if the owner has not paid state or local real estate taxes, fines, or assessments.

All owners/landlords must provide proof that taxes are current. At lease signings, each landlord will be asked to provide proof of taxes paid. We will not sign leases without proof your taxes are paid.

We are sorry for any inconvenience, but it is our obligation as a housing agency to follow HUD regulations.

Thanks you for your cooperation.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT (ACH CREDITS)
COMPANY: Knoxville's Community Development Corporation Location: Knoxville, TN

I hereby authorize KCDC to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to the account designated. By acceptance of the funds through direct deposit, (name of financial institution) agrees to credit the deposited amount to the (Account Number) _____ for (Name of Participant).

Any one submitting fraudulent information is subject to fine or imprisonment. Title 18 U.S.C. 1001

Written notification of all changes must be submitted to KCDC at least twenty days prior to payment date.

NAME _____ TAX ID NO. _____
(print)

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

KCDC Use Only

Financial Institution Name _____

Location _____ Type of Acct: Checking ☐ Savings ☐

*Transit/ABA No. _____ Account No. _____

Financial Institution Name _____

Location _____ Type of Acct: Checking ☐ Savings ☐

*Transit/ABA No. _____ Account No. _____

Financial Institution Name _____

Location _____ Type of Acct: Checking ☐ Savings ☐

*Transit/ABA No. _____ Account No. _____

Financial Institution Name _____

Location _____ Type of Acct: Checking ☐ Savings ☐

*Transit/ABA No. _____ Account No. _____

*Nine digit number that appears on the bottom of a check or a deposit slip. (Include a voided check or deposit slip with authorization.)



Obligations of the Family

- A. When the family's unit is approved and the HAP contract executed, the family must follow the rules listed below to continue participating in the Section 8 Housing Choice Voucher Program.
- B. The family must:
1. Supply any information that KCDC or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly schedule reexamination or interim reexamination of family income and composition.
 2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
 3. Supply any information requested by KCDC to verify that the family is living in the unit or information related to family absence from the unit.
 4. Promptly notify KCDC in writing when the family is away from the unit for an extended period of time according to KCDC policies.
 5. Allow KCDC to inspect the unit at reasonable times and after reasonable notice.
 6. Notify KCDC and the owner in writing before moving out of the unit or terminating the lease.
 7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
 8. Promptly notify KCDC in writing of the birth, adoption, or court-awarded custody of a child.
 9. Request KCDC written approval to add any other family member as an occupant of the unit.
 10. Promptly notify KCDC in writing if any family member no longer lives in the unit.
 11. Give KCDC a copy of any owner eviction notice.
 12. Pay utility bills and supply appliances that the owner is not required to supply under the lease.
- C. Any information the family supplies must be true and complete.
- D. The family (including each family member) must not:
1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
 2. Commit any serious or repeated violation of the lease.
 3. Commit fraud, bribery, or any other corrupt or criminal act in connection with the program.
 4. Participate in illegal drug or violent criminal activity.
 5. Sublease or let the unit or assign the lease or transfer the unit.
 6. Receive Section 8 tenant-based program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state, or local housing assistance program.
 7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
 8. Receive Section 8 tenant-based program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the housing agency has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
 9. Engage in illegal use of a controlled substance or abuse of alcohol that threatens the health and safety or right to peaceful enjoyment of the premises by other residents.



SECTION 8 DIVISION

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865.403.1234 • Fax 865.594.8790
800.848.0298 (Tennessee Relay Center)
www.kcdc.org

Screening Procedure

KCDC determines eligibility for participation and will also conduct criminal background investigation on all adult household members, including live-in aides. KCDC will deny assistance to a family because of drug-related or violent criminal activity by family members. This investigation will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, KCDC may contact law enforcement agencies where the individual had lived or require a check through the FBI's National Crime Information Center (NCIC). KCDC will ban for life any family member who has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property. KCDC will check with the state sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.

Additional screening is the responsibility of the owner. Upon request of an owner, KCDC will provide any factual information or third-party written information it has relevant to a voucher holder's history of complying or ability to comply with material standard lease terms or any history of drug trafficking. Tenants are required to sign a "Release of Information to Property Owners" when they sign a lease or at recertification stating they understand the screening procedures.

Owner Responsibility for Screening Tenants: The owner is responsible for screening families on the basis of their tenancy histories. An owner may consider a family's background with respect to such factors as 1) Payment history of rent and utilities; 2) Care of unit and premises; 3) Respecting the rights of other residents to the peaceful enjoyment of their housing; 4) Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and 5) Compliant with other essential conditions of tenancy. KCDC is required to give to the owner the family's current and prior address (as shown in KCDC records) and the name and address of the landlord at the family's current and prior address, if known.



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RENT DETERMINATION

The Contract Rent which KCDC may approve for a unit is governed by Rent Reasonableness Limitations as defined by federal regulations and the Department of Housing and Urban Development. Accordingly, KCDC must document and certify on a case-by-case basis that the contract rent for each unit is (1) reasonable in relation to rents currently being charged for comparable units in the private unassisted market, and (2) not in excess of rent currently being charged by the owner for comparable unassisted units.

Specific items which must be considered are:

- (1) Location – considering rents charged in the area and the availability and accessibility of public transportation to schools, stores, and medical facilities.
- (2) Unit size.
- (3) The extent to which the unit meets or exceeds the Housing Quality Standards and Addendum.
- (4) Amenities – including air conditioning, carpeting, dishwasher, washer/dryer connections, garbage disposal.
- (5) Facilities – including availability of playgrounds, storage, parking, etc.
- (6) Management and Maintenance Services provided, such as frequency of unit and grounds upkeep.
- (7) Utilities – as provided by owner or tenant, including range and refrigerator.

The amount of rent KCDC may approve for units of exceptional quality and amenities, and which include all utilities proved by the owner are as follows:

CURRENT VOUCHER PAYMENT STANDARD CALCULATED AT 110% OF FMR

Effective December 1, 2023

NUMBER OF BEDROOMS						
0	1	2	3	4	5	6
1083	1100	1343	1735	2016	2317	2620

CURRENT SAFMR CALCULATED AT 110% OF SAFMR EXCEPTION PAYMENT STANDARDS BY ZIP CODE

Effective December 1, 2023

NUMBER OF BEDROOMS							
ZIP CODE	0	1	2	3	4	5	6
37919	1199	1221	1485	1914	2233	2567	2902
37920	935	946	1155	1496	1760	2024	2288
37921	1166	1177	1441	1859	2167	2491	2817
37922	1551	1573	1925	2486	2893	3326	3760

SECURITY DEPOSITS

Reminder: security deposits are determined by the owner



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Clarification of Accessibility for Persons with Disabilities

Housing provided to the general public, constructed after January 1, 1992, must offer:

1. Public and common use (management office, laundry facilities, trash receptacles, mailboxes, club house, etc.) areas that are readily accessible to and usable by persons with disabilities
2. All doors must be designed to allow passage into and within all premises within such dwellings and are sufficiently wide enough to allow passage by persons using wheelchairs (32" wide **clear opening** in all doorways)
3. An accessible route (48" wide minimum,) into and throughout the dwelling
4. Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations
5. Reinforcements in bathroom walls to allow later installation of grab bars
6. Usable kitchens and bathrooms such that an individual using a wheelchair can maneuver about the space
7. A building entrance with an accessible route, unless impractical due to terrain or unusual site characteristics*

*Constraints due to terrain and unusual site characteristics are measured on a case-by- case basis and many times can be overcome with a creative problem-solving approach.

Providers of housing that is constructed for first occupancy before January 1, 1992 should be willing to allow reasonable modifications to the housing at the tenant's expense. Examples might be: building a ramp, installing a handrail at steps, installing grab bars in the bathroom, or widening a doorway.

A reasonable accommodation is provided when a change in policy is made that will allow a person with a disability to enjoy full use of housing. An example of this might be an apartment complex with a "no pets" policy that allows a person with a disability to have a service animal. In this case, the animal is needed to mitigate a disabling condition and is not a pet.

Due to the severability of the new Lead Paint Regulations, we strongly suggest owners repair deteriorated paint before any inspections.

Additional Lead- Paint Information

EPA	<u>www.epa.gov/lead</u>
THE LEAD LISTING	<u>www.leadlisting.org</u>
HUD	<u>www.hud.gov/lea/lead</u>
KCDC Website	<u>www.kcdc.org</u>

Tennessee Lead-Base Paint Hot Line 1-888-771-5323

Tennessee Website for Lead-Based Paint Abatement Requirements and a list of Certified Lead-Paint Abatement Program Professionals may be found at:

www.state.tn.us/environment/swm/leadpaint/listprof.shtml

Lead-Based Paint Hazards and other information may be found at:

www.docfiles.com/pdf/1/new-hud-lead-based-paint-regulations.html

For more information on the Lead-Based Paint Regulations in the State of Tennessee, please call Ms. Adrienne White, Environmental Specialist, with the Tennessee Department of Environment and Conservation (TDEC), Division of Solid Waste Management. Ms. White can be reached at (615)532-0885 or e-mailed at awhite3@mail.state.tn.us.



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Lead-Based Paint Owner's Certification

The undersigned hereby certifies that the property at (give full address, including apartment number)

_____ is in compliance with all housing quality standards (HQS) requirements related to lead-based paint as indicated below.

This certification is for repairs below the de minimis level.

Mark ALL applicable boxes

☐ The described property, including dwelling units, common areas and exterior painted surfaces, has been found to be free of lead-based paint by a certified lead-based paint inspector. The lead-based paint inspector's report is either attached or has already been provided to the PHA.

☐ The described property was inspected by a certified lead-based paint inspector and lead-based paint was identified. All identified lead-based paint has been removed from the property, and the reports of the lead-based paint inspector and the certified lead-based paint abatement supervisor are attached or have already been provided to the PHA.

☐ Ongoing lead-based paint maintenance activities have been incorporated into regular building operations according to 24 CFR 35.1355 (a).

☐ Corrective action to address lead-based paint hazards at the described property that were required by the PHA to meet HQS have been completed according to all requirements established by 24 CFR Subpart M.

Owner's signature _____
Type or print name _____
Date: _____

Fax to: (865) 594-8790
Mail to: KCDC Section 8 Program
400 Harriet Tubman Street
Knoxville, TN 37915

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ **Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).**

(ii) _____ **Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.**

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ **Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).**

(ii) _____ **Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.**

Lessee's Acknowledgment (initial)

(c) _____ **Lessee has received copies of all information listed above.**

(d) _____ **Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.**

Agent's Acknowledgment (initial)

(e) _____ **Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.**

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

LEAD WARNING STATEMENT

“Every tenant in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The landlord of residential real property is required to provide the tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller’s possession and notify the tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to leasing.”

TENANT’S STATEMENT

The undersigned tenant has read the Lead Warning statement and understands its contents.

Tenant:

Date:

KCDC HQS (Housing Quality Standards) Information

Guidelines and Types of Inspections:

Knoxville's Community Development Corporation (KCDC) units must meet the minimum standards set forth in [24 CFR 982.401..]. In some cases of policy or building code discrepancy between City Code and Housing Quality Standards (HQS) being used, here within, health and safety for the resident shall prevail when KCDC performs the four following types of inspections:

Initial Inspections:

KCDC conducts initial inspections in response to a request from the family to approve a unit for participation in the Housing Choice Voucher (HCV) program. The unit must pass the HQS inspection before the effective date of the Housing Assistance Payment (HAP) Contract.

Annual Inspections/Biennial Inspections:

The United States Housing and Urban Development (HUD) require an inspection of each unit under lease biennially to confirm that the unit continues to meet HQS.

Complaint Inspections:

A complaint inspection may be requested by the owner, the family, agency, or a third party as a result of problems identified with a unit between annual inspections.

Quality Control Inspections:

HUD requires that a sample of units be re-inspected by a supervisor or other qualified individual to ensure that HQS are being enforced correctly and uniformly by all inspectors.

Inspection Costs:

KCDC or any other independent agency may not charge the family or the owner any fee or charge for the unit's conducted inspections.

Exception: missed appointment fee may be charged to the family or owner.

Utilities Service:

- All utilities must be in service at the time of the inspection.
- Utilities must be legally connected.
- Utilities must be provided and serviced by an Authorized Utility Service approved by KCDC.
- Utilities must be individually metered for each resident. No shared metering.
- Utility service must be in the head of households name at all times if not owner supplied.
- Adequate water pressure must be provided to all faucets, sinks, tubs, showers, toilets and other sources.

Unit Address:

- The unit address should be clearly visible from the street or sidewalk.
- The address must have a mailbox that the Postal Service will deliver mail to the unit.
- If there is more than one unit in the building, units should clearly be identified with the unit number on or near the primary entry door.
- The unit address should correlate with the Utility Service Provider's address, the United States Postal Service address, and the Metropolitan Planning Commission.
- The owner is responsible for notifying KCDC of any changes to the unit's address.

Bedrooms:

- Any Room considered a bedroom must have a window for egress and light.
- Any Room considered a bedroom must have a closet with adequate space.
- Bedroom closets must have ample closet space.
- Any Room considered for a bedroom shall have not less than 70 square feet of gross floor area with the ceiling height of not less than 7 feet and walls not less than 7 feet in any horizontal direction.
- Any Room considered for a bedroom must have a door.

Bathrooms:

- Any Room considered a bathroom must have a window or working exhaust vent system.
- Any Room considered a bathroom must have a lock on the door for privacy.
- Bathrooms must be a separate room with a working toilet, washbasin, and tub or shower.
- Bathrooms must have one working permanent light fixture.

Windows

- Windows must be weather-tight to prevent air, water and insect infiltration.
- Windows designed to be opened must be openable and must stay in open position when raised without props. The use of locking devices may be used to keep windows open.
- Windows that are designed to be opened must be lockable to ensure weather-tightness.
- Windows must be in good condition, fit properly and be solid and intact including sashes, glass (panes), trim, glazing and screens if provided. Small corner cracks may be corrected with silicone depending on the structural integrity of the window size.
- If the unit does not have central air conditioning, at least one window per room must have a proper fitting screen in good condition.
- The use of storm windows is not allowed for the use of the primary windows.
- If window security bars (burglar bars) or security screens are present, they must meet the city code requirements and have a quick release system approved by the KCDC Inspector or at least one window per room must not have security bars.
- Windows that may be used for a means of egress, in case of a fire, must not be blocked and must open directly to the outside. They must also meet applicable local codes.
- All bathrooms must have a window which must be openable; or equipped with a mechanical ventilation system (fan) that exhausts to the outside or ventilated attic.

Ventilation and Illumination:

- All sleeping rooms must have a window and adequate illumination.
- The minimum illumination area of all basements or below ground windows used for sleeping rooms must not be less than three sq. ft.
- A glass in an exterior door that supplies sufficient light will meet the illumination requirement.

Floors:

- All floors must have a finished surface such as carpet, tile, or hardwood.
- All serious carpet tears, loose seams and shredded areas must be repaired.
- Clean or replace all extreme or severely dirty carpet.
- Hardwood floors must be smooth-sanded and sealed.
- If the surface is concrete or a similar surface, the surface must be smooth and sealed with an appropriate sealant to eliminate a porous surface.
- The floor must be firm and without tripping hazards.

Ceilings:

- Areas where plaster or drywall is sagging, severely cracked, or has holes and is otherwise damaged, stained or affected by moisture or mold must be repaired or replaced. Ceiling heights should be at least 7ft high at lowest point. Ceiling light fixtures will be at the inspector's discretion regarding safety.

Interior Doors:

- Interior doors must be free of holes.
- Interior bathroom door must have a lock/latch for privacy.
- Interior doors must have all the trim in tact.
- Interior doors must have all hardware secured in position including striker plates.
- Interior doors must be able to be opened without the use of a key.
- Interior doors must meet residential code requirements.

Exterior Entry Doors:

- Exterior entry doors must be steel, solid-core wood or security-type doors.
- Exterior doors must meet residential code requirements.
- Exterior doors must be weather-tight to prevent air, water and insect infiltration.
- Exterior doors when closed should not show any outside light around the frame.
- Exterior doors must have all trim, weather-stripping and the threshold intact.
- Exterior door locks must be secured in position and function properly.
- Exterior doors must have security or dead-bolt locks. They must be locks that can be opened from the interior without the use of a key. No "Double sided" Keyed Entry locks.
- Security/Storm doors with "double sided key locks" are not acceptable and will fail.

Closet Doors:

- Initial Inspections: If closet doors are present then they are considered an amenity and therefore will be inspected. They must function properly. If no closet doors are present, then it can be "passed with comment" as a tenant preference. (Current) HQS regulations do not address closet doors on closets.
- Annual Inspections: If they are damaged or missing, then they are not serving their function. Therefore they would be a fail. The owner can do two things; have the inspector contact KCDC to verify the closet doors were not present on the initial inspection and therefore would be passed; or they can repair the doors and put them back on to restore initial functionality.

Interior Walls:

- Walls are required to be "finished" to be counted as rooms used for living.
- Bare concrete walls must be properly coated with paint or other approved wall covering.
- An area where plaster or drywall is sagging, severely cracked or otherwise damaged, or has holes greater than four inches in diameter or otherwise altered, stained or affected by moisture or mold must be repaired or replaced.
- All ceramic tiles must be secured in-place without sharp or cutting edges.
- The junction where tub/shower meets the wall and floor must be sealed to prevent water entry into wall or floor to prevent rot, mold and mildew.
- Painting may be required on walls that are heavily marred or soiled.

Exterior Walls:

- The exterior wall structure and exterior wall surface shall not have any serious defects such as serious leaning, buckling, sagging, cracks or holes, loose siding, or other serious damage. It must be secured and sealed to prevent air, water, vermin penetration and daylight. Regardless of the family composition excessive chipping and peeling paint or areas of missing siding that may accelerate deterioration and allow weather to damage the framing or sheathing will cause the unit to fail.

Retaining Walls:

- Retaining Walls should be finished and have a neat, uniform, and safe construction.

Porches and Decks:

- Porches, decks, stairs and steps must be structurally sound and meet HQS Requirements.
- Balusters or spindles must not be more than 4 inches apart.
- Stairs having 4 or more steps (risers) must have a handrail.
- Porch/Balconies approximately 30 inches or more above the ground requires a guardrail.

Manufactured Home Foundation:

- The exterior foundation (skirting) on Manufactured Homes must be intact and shall not have any serious defects such as serious leaning, buckling, sagging, cracks or holes, loose siding, or other serious damage. It must be secured and sealed to prevent air, water, vermin penetration and daylight. Small holes must be repaired or the skirting replaced at the initial inspection. Tie downs should comply with local regulatory building guidelines.

Roof and Gutters:

- The roof must be structurally sound and in good condition and must not leak.
- If the roof cannot be seen or accessed, the inspector will record it as unobservable and pass the item so long as there is no evidence of water penetration into the unit. Evidence of leaks can usually be seen on the ceilings inside the unit and can cause the unit to fail if not repaired correctly.
- Gutters and downspouts are not required by the HQS.
- If gutters and downspouts are present they must be intact and be in good condition. Lack of gutters and downspouts often contribute to paint failure, siding decay, deterioration of foundations and sills, wet basements, and interior water leaks which will cause the unit to fail.

Water Heaters:

- All water heaters must be equipped with pop-off valves and vertical discharge lines that terminate approximately six (6) inches above the floor line.
- The discharge line must be the same diameter as the pop-off valve.
- All gas water heaters must be vented in a manner approved by City code.

Gas Water Heaters:

- No gas water heaters are allowed in bedrooms or other living areas unless properly enclosed; vented to code to supply combustion air and the enclosure must have a door. Gas water heater closet doors must be in reasonably good condition, with tight hinges, and vented with screened openings.
- Do not store flammable vapors and liquids, or combustible materials such as newspapers, rags or mops near the water heater. Storage of any items in a gas water heater closet is not allowed. Do not use any kinds of insulation blankets near the bottom of the water heater or allow it to sag, restricting the combustion of air. There must be a 6" clearance around the vent connector from the combustible material.

Furnaces:

- Furnaces must be vented in a manner approved by HQS and local code. Owners will be required to provide and install a new filter at the Initial Inspection.

Cabinets, Vanities and Countertops:

- Cabinets, vanities and countertops must be secured in-place.
- All cabinet doors must be secured at hinges.
- Loose hinges, drawer fronts, handles, knobs, rollers, guides, etc. must work properly.
- All sinks must have functioning stoppers and be able to retain water.

Appliances:

- Owner supplied stoves and refrigerators must have working handles, knobs and other required parts as designed by the manufacturers.
- Owner supplied appliances must be installed and working at the time of the inspection.
- Stove burners must ignite and heat on command.

Amenities:

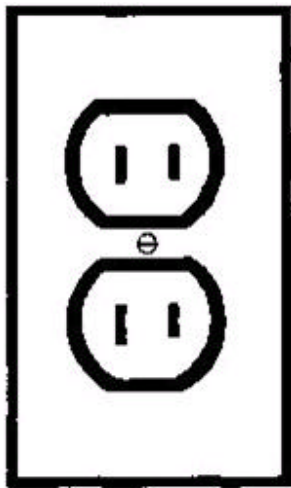
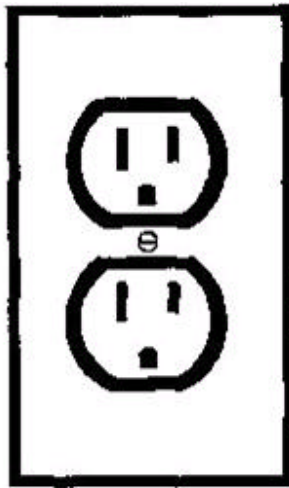
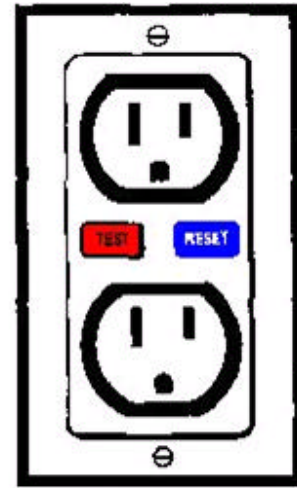
- An existing amenity must be repaired or replaced when cited at an annual inspection.
- An amenity cannot be removed in place of repair.
- If an amenity is present, it must operate or perform as intended and designed by the manufacturer or installer.
- If it is considered in the rent reasonableness determination, it must be provided and operational continually through the term of the HAP contract.

Plumbing:

- All faucets, showerheads, drains, toilets, sinks, bathtubs, showers and washer machine hookups must work as designed to work without drips and leaks.
- Toilets must be stable and secured to the floor and work properly as designed.
- All sewer caps must be installed properly in all locations where required.
- All wall and floor plumbing pipe penetrations beneath kitchen and lavatory sinks must be sealed.

Electrical:

- All electrical wiring terminals must be secured properly and be enclosed in approved and contained terminal locations such as the service panel, outlets with covers or other approved junction boxes.
- Bare wires or wire connections not enclosed in approved boxes or otherwise in an approved manner such as faceplates, coverplates, etc... will be "failed".
- A Ground Fault Circuit Interrupter, commonly called a GFI or GFCI, is installed on exterior outlets, or in areas where there is a water source such as bathrooms, kitchens, or laundry rooms. A GFI should be installed within splashing distance from the water source, commonly within 6 feet. A GFI is designed to protect the users of electrical appliances from electrocution because of hazardous ground faults or short circuits by automatically turning off electricity when a fault is detected.

{“Upgraded” Outlets – ‘HUD Notice PIH 2010-10’}**FIGURE 1 UNGROUNDED****FIGURE 2 GROUNDED****FIGURE 3 GFCI****HQS Inspections for the Housing Choice Voucher Program and Guidance
Related to Electrical Outlets:**

{Many of the cords for today’s appliances contain three-pronged plugs, which can cause problems when an older home does not have three-pronged outlets for these grounded plugs. In the case of older homes, owners often replace two-pronged, ungrounded outlets with three-pronged, grounded type outlets in order to establish appropriate outlets for appliances that have cords with three-pronged plugs. However, in some cases, owners may replace two-pronged, ungrounded outlets with the three-pronged, grounded type outlets without the necessary rewiring that adds a ground wire to the newly installed, grounded type outlet.

Three-pronged, grounded type outlets should not be substituted for ungrounded outlets unless (1) a ground wire is connected to the outlet, or (2) a Ground Fault Circuit Interrupter (GFCI) protects the outlet. (Figure 3) Installing a new ground wire may require a licensed electrician to install a new wire to the circuit breaker box and may be prohibitively expensive. A more cost-effective method is to protect the outlet with a GFCI, which provides protection to the outlet. If the GFCI senses a difference in current flow between the hot and the neutral terminals, it shuts off the flow of current to the outlet.

An older construction house with a grounded outlet (Figure 2) would be an indication that the unit may have undergone some upgrading. In such cases, the Department recommends testing a sample of outlets in the unit to determine if three-pronged outlets are in proper operating condition, in addition to verifying the proper operating condition of the required number of outlets per room.

Testing of Outlets to Determine Proper Operating Condition

Two-pronged, Ungrounded Outlets

The traditional method of testing a two-pronged, ungrounded outlet is to plug an appliance into the outlet and verify that the appliance turns on. This simple method is acceptable for determining that the ungrounded outlet is in proper operating condition and meets HQS.

Three-pronged Outlets

A three-pronged outlet must meet one of the following three standards for the inspector to consider the outlet in “proper operating condition” as required by HQS:

1. The outlet is properly grounded.
2. A GFCI protects the three-pronged, ungrounded outlet.
3. The outlet complies with the applicable state or local building or inspection codes.

The inspector needs to use an outlet tester to determine whether the outlet is properly grounded. There are two types of outlet testers that an inspector can use to determine a properly grounded outlet: a two-wire tester or a three-pronged tester.

Smoke Detectors & Fire Extinguishers:

- A smoke detector must be installed on every level (floor) of the unit preferably in the hallway outside the bedroom(s) in older units. Newly constructed units must have a smoke detector in each bedroom in addition to every level outside the bedroom(s).
- Smoke detectors may not be closer than 3 feet from the door to a Bathroom or Kitchen.
- Smoke detectors may not be closer than 3 feet from supply registers of a forced air heating or cooling system.
- The tenant is responsible for providing and replacing old batteries for battery-powered smoke detectors.
- Wall-mounted smoke detectors should be approximately 6 inches below the ceiling.
- Ceiling-mounted smoke detectors should never be closer than 6 inches from the wall.
- Inoperable smoke detectors are a serious health threat and will be treated by KCDC as an emergency (24-hour) fail item if only one smoke detector is present on that floor.
- Fire Extinguishers are required in Apartments and Duplexes.
- Fire Extinguishers must be certified and tagged yearly by a licensed company.
- A brand New Fire Extinguisher out of a box without a certified tag will “FAIL”.

Disability/Handicap Modifications:

- Smoke detectors that meet ADA standards are required in units occupied by hearing or vision impaired tenants who request them.
- All modifications or adaptations to a unit due to disabilities must meet applicable HQS and local building codes.

Inspection Access:

- The inspection must be completed on the day that it is scheduled. This is a Federal requirement that must be met for the tenant to remain eligible.
- The tenant must allow access to the home on the scheduled inspection date and if the tenant is not going to be home for the inspection, the tenant should allow the landlord and the inspector to enter the home to perform the inspection.
- The inspector must be able to access all rooms and areas of the tenant's home. The tenant must not have locked doors or restricted access to any areas of the home.
- Pets must be secured at the time of the inspection.
- All Owner belongings and previous tenant belongings must be out of the unit prior to the initial inspection.
- The inspectors will not enter a unit individually without tenant/management present or prior approval.

Pest Control:

- Owners will be responsible for pest control in apartments and duplexes.
- Tenants are responsible for pest control in Houses and Mobile Homes.

Exception: If KCDC inspector finds evidence that the residents Housekeeping, Sanitation, and Trash removal/storage did not contribute to the infestation, it will be the owner's responsibility.

Bulk Trash and Abandoned Vehicles:

- Bulk trash, including refrigerators, stoves, washers, dryers, other similar types of appliances, cut tree logs, and improperly stored construction materials or firewood are bulk trash and should be removed or appropriately stacked as prescribed by the local code ordinance and acceptable to the KCDC inspector.
- Abandoned Vehicles such as un-licensed, partially disassembled, flooded or burned throughout, and inoperable vehicles will cause the unit to fail.

Dilapidated and Additional Buildings:

- Any Structure that is in a state of disrepair or collapsed must be repaired or removed.

Paint Waiver Inspections:

- Paint waiver inspections are special inspections of units that were exempted during the cold-weather seasons from the requirement to paint exteriors that have been found with deteriorating paint. During this period, owners are obligated only to scrape loose any chipping or peeling paint and remove the paint chips from the soil. These inspections will be conducted in warmer weather when all danger of frost has passed. KCDC will give up to 120 days extension depending on the circumstances. These units will be inspected for proper correction of the deficiency at that time.
- HAP checks for units that do not pass the first paint-waiver inspection shall be abated from the date of the first inspection to the date of the second inspection. Owners will have 30 days to contact the Inspections Office to schedule the second inspection. If the dwelling does not pass the second inspection, the HAP contract shall be terminated.
- Third inspections may be granted upon the request of the owner and approval of the Inspection Coordinator, however, they will be granted only in highly unusual circumstances.

Annual Inspection Self Certification Process

•When a unit has been inspected and fails to meet the Housing Quality Standards, KCDC may elect to accept a self-certification signed by the owner and the tenant the repairs have been completed. KCDC will not accept certifications on initial inspections, life threatening inspections or if an inspection had more than ten deficiencies. KCDC will provide a HQS Repair Certification form to the landlord along with their copy of the Failed Inspection Notice and list of repairs. The HQS Repair Certification will be considered acceptable verification that the repairs were made and that the unit is in compliance with HQS inspection requirements. The form must be signed by both the landlord and tenant and returned by the deadline date given. If the form is not signed by both parties and/or is not received on or before the deadline date, the unit will be considered to have failed re-inspection and all remedies allowed under the HAP Contract will be enforced, including abatement of any rents paid and possible termination. If at any time after the execution of HQS Repair Certification it is determined that the repairs were not completed in a satisfactory manner or that the form submitted included false statements, misrepresentation, or false information, KCDC will consider penalties against the landlord and/or tenant, including, but not limited to, not allowing landlord to submit future self-certifications, termination of the family's assistance and/or terminating all contracts entered into with the landlord and prohibiting them from participating on the program in the future

Lead Based Paint Disclosure Rule:

- The Real Estate Notification Rule (also referred to as the "Lead Disclosure Rule" or the "Disclosure Rule") is a right-to-know law that requires notification and disclosure of certain lead-based paint information. The Lead Disclosure Rule took effect on September 6, 1996 (for sellers and lessors of five or more residential dwelling units) and on December 6, 1996, (for sellers or lessors of one to four residential dwelling units). One "residential dwelling unit" would be one apartment in a multi-unit apartment building. A single rowhouse, or townhouse, is considered to be one residential dwelling unit. A rowhouse divided into two apartments is considered to be two units.
- The Lead Disclosure Rule requires Sellers and Lessors and/or their Agents, of pre-1978 residential properties ("target housing") to:

Provide the EPA Pamphlet "Protect Your Family From Lead In Your Home." (Bulk quantities of the pamphlet can be ordered from the Government Printing Office at (202) 512-1800, or the [pamphlet](#) can be viewed on the Web.

Provide a Lead Warning Statement to prospective purchasers or tenants.

Provide purchasers a notice of a 10-day opportunity to inspect for lead-based paint in the property to be purchased.

Indicate whether the Seller or Lessor has actual (documented) knowledge of the presence of lead-based paint in the sale or rental property.

Provide certifications and acknowledgments for the lead-based paint requirements in a Contract for Sale (also called "Agreement of Sale") or in a lease, as either an attachment or in the body of the sale or lease agreement.

- If the residential unit being leased or purchased is a zero bedroom dwelling, if it is housing for the elderly (and no children under age 6 reside there), or if the unit has been certified as "lead-based paint free" by a certified lead based-paint inspector or risk assessor, then the Lead Disclosure Rule does not apply.

- The Lead Disclosure Rule was enacted to inform tenants and purchasers of pre-1978 residential properties about the dangers of lead-based paint and to require disclosure of any actual (documented) knowledge of lead-based paint. The Lead Disclosure Rule also requires that such notification and disclosure to a tenant or purchaser be provided and documented before the tenant or purchaser becomes obligated under a lease or sale agreement, to lease or purchase a pre-1978 residential rental property. It is believed that providing such notification and disclosure to prospective tenants and purchasers will help to reduce the exposure to lead based paint which causes serious lead poisoning especially to children under age 6, who are particularly susceptible to the hazards of lead.

(www.epa.gov/lead.)

Rent Reasonableness:

- No HAP contract can be approved until the PHA has determined that the rent for the unit is reasonable. The purpose of the rent reasonableness test is to ensure that a fair rent is paid for each unit rented under the HCV program.

- HUD regulations define a reasonable rent as one that does not exceed the rent charged for comparable, unassisted units in the same market area. HUD also requires that owners not charge more for assisted units than for comparable units on the premises.

Rent Increases:

- When requesting a rental increase for a tenant on the program, the owner must send a letter to the tenant notifying them of the increased rent amount and the effective date of the proposed change. It must be addressed to the tenant and include their full mailing address and the reason for the increase. It must be signed and dated by the owner or agent. A copy of the notice must also be sent to KCDC at least 60 days in advance of the tenant's annual anniversary date. Rent increase submitted less than 60 days prior to the tenant's annual anniversary date will not be accepted. KCDC may not allow a rental increase of more than 10% each year.

Rents for PHA-owned Units:

In cases where an HCV family is receiving assistance in a PHA-owned unit, the PHA should when possible obtain the services of an independent entity to determine rent reasonableness in accordance with program requirements, and to assist the family in negotiating the contract rent when the family requests assistance. The independent agency must communicate the results of the rent reasonableness determination to the family and the PHA.

Rents Charged for Other Units on the Premises

- The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.
- By accepting the KCDC payment each month the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises. If the owner requests a higher rent, the owner must give KCDC information regarding rents charged for other units on the premises.

How Comparability is Determined:

- KCDC will take into consideration the factors listed below when determining rent comparability.
- Location and age
- Unit size including the number of rooms and square footage of rooms
- The type of unit including construction type (e.g., single family, duplex, garden, low-rise, high-rise)
- The quality of the units including the quality of the original construction, maintenance and improvements made.
- Amenities, services, and utilities which are included in the contract rent.

Units that Must Not be Used as Comparables

- Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: Section 8 project-based assistance, Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits; units subsidized by the Department of Agriculture rural housing programs, and units that are rent-controlled by local ordinance.

Enforcing Owner Compliance with HQS:

- If the owner fails to maintain the dwelling unit in accordance with HQS, KCDC will take prompt and necessary action to enforce the owner obligations.
- If an owner fails to correct HQS deficiencies by the time specified, KCDC will abate housing assistance payments no later than the first of the month following the repair deadline date. No retroactive payments will be made to the owner for the period of time the rent was abated. If KCDC is not able to gain access to the unit to clear the deficiencies the owners HAP payment and contract will be abated.
- During any abatement period the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction. KCDC will inspect abated units upon notification that the work has been completed.

Enforcing Tenant Compliance with HQS:

•Families are responsible for correcting any tenant related HQS violations. If the family fails to correct a violation within the period allowed by the PHA (and any extensions), the PHA will terminate the family's assistance, according to the policies described in KCDC's administrative plan. If KCDC is unable to determine that a unit's deficiencies have been completed then KCDC will abate the owner's payment until the deficiencies are cleared.

EMERGENCY REPAIR ITEMS:

The following items are considered to be of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by KCDC:

- Utilities not in service
- Broken lock(s) on first floor doors or windows that may endanger the tenant security
- Major plumbing leaks or flooding
- Inoperable smoke detector on every level
- Natural gas leak or fumes
- Electrical outlet smoking or sparking or problem that could result in shock or fire
- Inability to maintain adequate heat
- No hot or cold water
- Highly hazardous broken glass where someone could be injured
- Unusable toilet when only one toilet is present in the unit
- Sewage backup and flooding of floor
- Owner-provided utilities or appliances that are critical to the welfare of the tenant and family must be in working order
- Other conditions that pose an immediate threat to health and safety such as severe mold, waterlogged ceiling in danger of falling, and obstacles which prevent tenant's egress

•KCDC may give a short extension (not more than 48 hours) whenever the responsible party cannot be notified or it is impossible to eliminate the problem or execute the repair within the 24-hour period. In those cases where there is leaking gas or a potential fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by KCDC. If the emergency repair item(s) are not corrected in the time period required by KCDC, the housing assistance payment will be abated and the contract will be terminated. If a family obligation is violated the family will lose their assistance.

Common Hazards:

The following items shall be classified as hazardous and declared as "failed" items.

- Messy or trashy yards containing one or more of the following: tall grass, debris, dilapidated and unsafe storage buildings or unnecessary obstructions.
- Dangerous or threatening dogs or other animals not contained or secured.
- No free Standing or unapproved vent-less space heaters for heating purposes.
- Cracked glass in windowpanes, storm doors and exit doors greater than 6 inches long or with offset surfaces must be replaced.

- Serious drop-offs in yards and driveways including uncovered window wells.
- Parking areas or others wherein concrete or other types of retainer walls allow an immediate drop greater than 36 inches down where injury can occur must have a secure railing system that will meet local code requirements.
- Window security bars (burglar bars) and security screen installations that do not meet the local code requirement for a quick release system.

This is not a comprehensive list of HQS requirements. The information provided in this document is not legal advice and should not be interpreted as legal advice. This document is intended to provide a basic understanding of the Housing Quality Standards and how units are inspected by KCDC in summary form. This information may not be comprehensive, is subject to change, and may not apply to all individual circumstances. Any information obtained here should be confirmed with the appropriate government or private agencies particularly as it relates to your individual circumstances.

Knox County: Central Knoxville

2020 Census Tracts

High Income Census Tracts

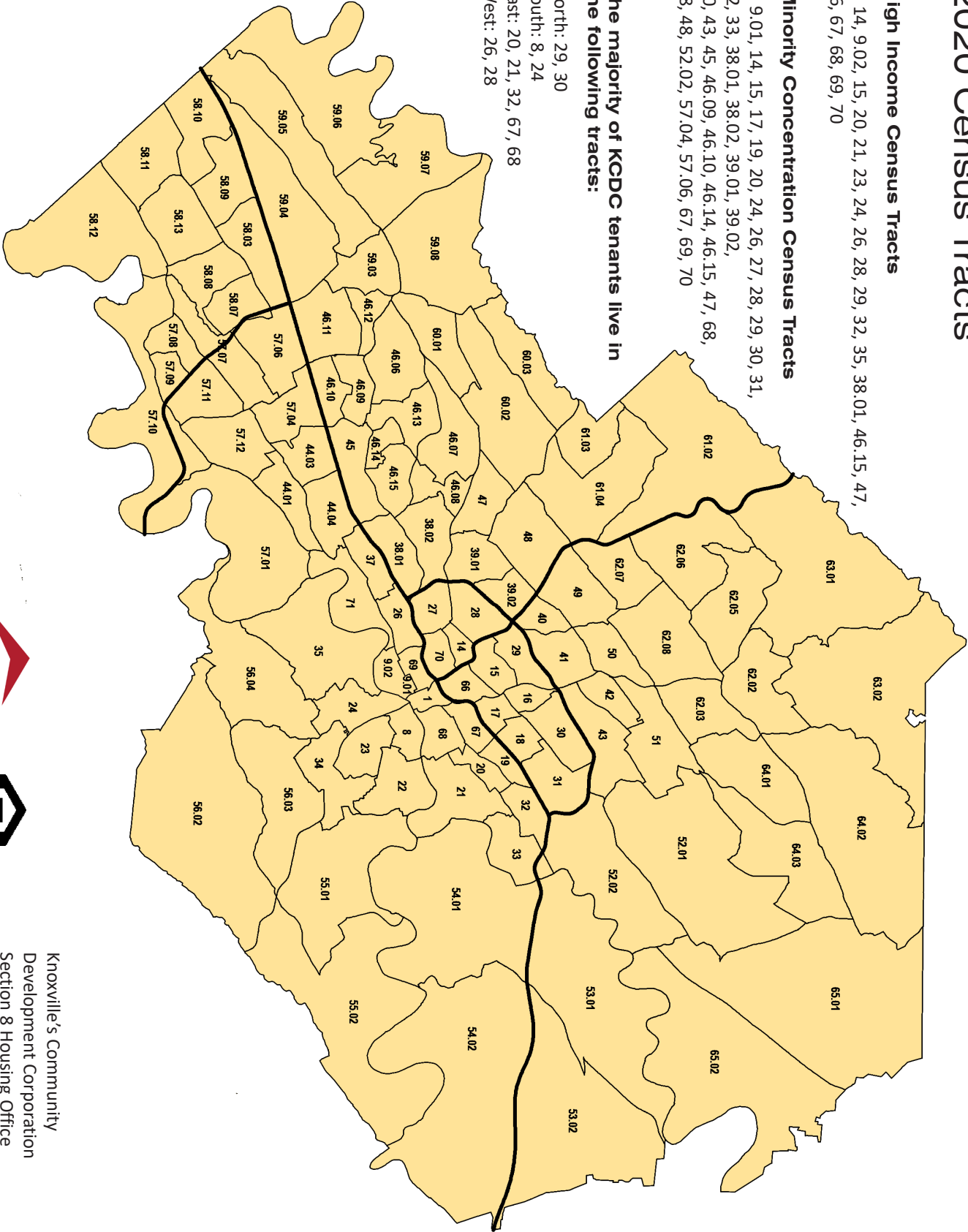
8, 14, 9.02, 15, 20, 21, 23, 24, 26, 28, 29, 32, 35, 38.01, 46.15, 47, 66, 67, 68, 69, 70

Minority Concentration Census Tracts

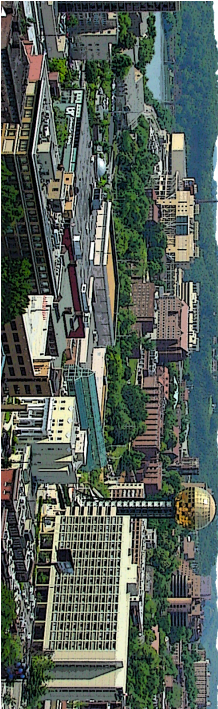
8, 9.01, 14, 15, 17, 19, 20, 24, 26, 27, 28, 29, 30, 31, 32, 33, 38.01, 38.02, 39.01, 39.02, 40, 43, 45, 46.09, 46.10, 46.14, 46.15, 47, 68, 78, 48, 52.02, 57.04, 57.06, 67, 69, 70

The majority of KCDC tenants live in the following tracts:

North: 29, 30
South: 8, 24
East: 20, 21, 32, 67, 68
West: 26, 28

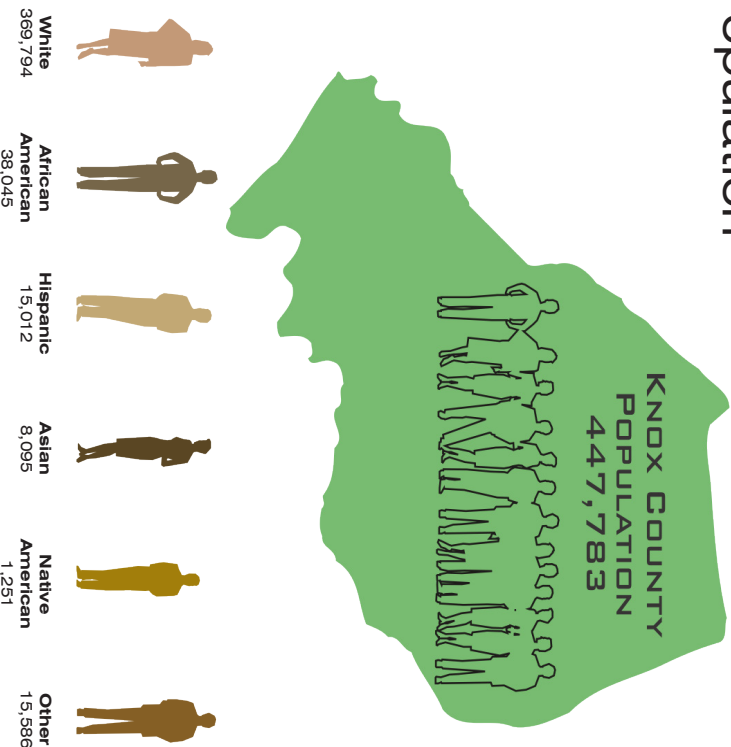


Knoxville's Community
Development Corporation
Section 8 Housing Office
400 Harriet Tubman Street
Knoxville, TN 37915
865.403.1234



KCDC's Section 8 Housing Choice Voucher Program allows low-income families the opportunity to rent decent, safe, and sanitary privately-owned dwelling units. Subsidy payments are made by the housing agency to the owners for the family rather than directly to the family. The program was created by the Housing and Community Development Act of 1974 and implemented by the United States Department of Housing and Urban Development (HUD).

Population



Services

BellSouth	865.525.4595
City Information	311
Knox County Social Service Hotline	211
DHS (Food Stamps)	865.594.6151
Disability Resource Center	865.637.3666
Knox Co. Schools	856.594.1800
KUB	865.524.2911
Police	
Emergency	911
Non.Emergency	865.215.7268
Senior Citizens	
Information and Referral Service	865.546.6262
Employment	
Tennessee Employment	844.224.5818
Unemployment	877.813.0950

Surrounding Housing Agencies

Anderson County	Oak Ridge Clinton	865.482.1006 865.457.9692
Blount County	Maryville	865.983.4958
Grainger County	ETHRA	865.828.5161
Jefferson County	Jefferson City	865.475.2064
Knox County	ETHRA	865.691.2551
Loudon County	KCDC	865.403.1100
Roane County	Lenoir City	865.986.8707
Sevier County	Loudon County	865.458.2061
Union County	Rockwood	865.354.9841
	Harriman	865.882.9670
	ETHRA	865.774.3014
	THDA	931.520.0608

Population in surrounding counties

Blount	129,900
Loudon	52,175
Roane	54,181
Anderson	76,187
Union	19,407
Grainger	23,124
Jefferson	53,732
Sevier	97,277

Transportation

Bus Service:	Lyft:
KAT	https://www.lyft.com/rider/cities/knoxville-tr
Greyhound	
Taxi:	Interstates:
See Yellow Pages	I-640 Bypass
Uber:	I-40
https://www.uber.com/drive/knoxville/contact/	I-75
	I-275

