# CHANGE OF OWNERSHIP/ MANAGEMENT PACKET

## *WHEDA HCV PROGRAM*

Dear HCV Program Housing Provider:

To process your Change of Ownership/Management request, WHEDA must receive all required documentation listed below. Documents must be completed in full and submitted through the Online Owner Portal. Incomplete or missing documentation may delay processing and Housing Assistance Payments (HAP).

- The IRS Form W-9, ACH / Direct Deposit Enrollment Form, and Owner Portal Authorized User Access Form are required and must be uploaded into the system before your Owner Portal access can be activated.
- To register for the Owner Portal, go to ***Hcv.wheda.com*** and select the Owner Portal link to begin registration.

WHEDA issues HAP through direct deposit (ACH) to provide timely, secure, and trackable payments. Housing providers should use the Online Owner Portal at ***Hcv.Wheda.Com*** to submit required documents and maintain current information.

## *Required Documentation Checklist:*

- ☐ Housing Provider Change Form
- ☐ Owner Certificate of Compliance
- ☐ Owner Responsibilities Certification
- ☐ Landlord / Housing Provider Contact Information
- ☐ HAP Contract assignment form
- ☐ Owner Portal Authorized User Access Form *(required for portal registration)*
- ☐ ACH / Direct Deposit Enrollment Forms
  *(complete if new or updated banking information is required)*
- ☐ IRS Form W-9
  *(required if the reported ownership/management change affects W-9 information)*
- ☐ NSPIRE Information Packet
- ☐ WHEDA Sixty (60) Day Written Rent Increase Notice Policy
- ☐ HCV Program Summary - HUD Memo
- ☐ HCV Program Responsibilities for Households, Housing Providers, and PHA
- ☐ Owner VAWA Documents

## *Please note the following:*

- Do not falsify the Owner Certificate of Compliance. If you cannot certify any statement, contact your PHA before submitting the packet.
- Housing providers may only charge the household for the household's portion of rent under the lease and HCV program requirements.
- A household may not be charged for a delayed PHA Housing Assistance Payment (HAP).
- To help prevent delays, promptly report ownership, management, banking, or contact changes and submit all required documentation as soon as possible.

# WHEDA HCV Program
# Housing Provider Change Form

**Directions:**
This form must be completed when there is a change in the owner and/or management agent for an HCV-assisted property.
Complete BOTH the current information and the new/updated information below so WHEDA can clearly identify what is changing.
If payment information is changing, complete the entire Change of Ownership/Management Packet.

**IMPORTANT:**
Failure to provide at least 30 days notice of an owner or management change may result in HAP being issued to the housing provider currently on file. The owner/management company is responsible for resolving payments issued before WHEDA received proper notice.

## PROPERTY / CHANGE INFORMATION

**Property / Unit Address:** _____

**What type of change are you reporting?**

☐ Owner Change ☐ Management Agent Change ☐ Other _____

**Effective Date of Change:** _____

**Will HAP payment recipient, bank, or mailing address change?** ☐ YES ☐ NO

## CHANGE SUMMARY - CURRENT INFORMATION vs. NEW / UPDATED INFORMATION

| CURRENT INFORMATION ON FILE | NEW / UPDATED INFORMATION |
|---|---|
| **Owner / Entity Name:** | **Owner / Entity Name:** |
| **Management Company Name (if applicable):** | **Management Company Name (if applicable):** |
| **Mailing Address:** | **Mailing Address:** |
| **City / State / ZIP:** | **City / State / ZIP:** |
| **Primary Contact Name:** | **Primary Contact Name:** |
| **Phone Number:** | **Phone Number:** |
| **Email Address:** | **Email Address:** |

### WHEDA PROCESSING QUICK CHECK

Use the two columns above to compare the name and address currently in ReFrame to the new information that must be entered. If only management changes, still complete the owner/entity name so the property can be matched to the correct owner record.

**Submitted by (Owner/Authorized Representative):** _____

**Signature:** _____ **Date:** _____

# OWNER'S CERTIFICATE OF COMPLIANCE

**MANAGEMENT COMPANY NAME** _____

**UNIT'S ADDRESS:**_____

***Housing Providers MUST initial next to each statement, or check the box if completing this electronically, to indicate that they meet the requirements for each statement. This certificate must be completed, signed, dated, and returned to the PHA along with the other Housing Provider Change Packet documents before federal rental assistance payments can be approved.***

****This certificate of compliance will be used against the housing provider if the signer falsely claims that any of these requirements were met.***

☐ ➡ NON-RELATIVE
The owner certifies that they are not related to this tenant or anyone else in the household.

☐ ➡ SMOKE DETECTORS
The owner certifies that the HCV approved rental unit and the rental property follows the requirements of version 72 of the National Fire Protection Association (NFPA) Standards. Please contact your PHA if you have any questions on this requirement.

☐ ➡ CARBON MONOXIDE DETECTORS
The owner certifies that all required Carbon Monoxide*(CO) Detectors have been installed and are functional in the unit* (**Unless the unit has all electric utilities (NO fuel burning appliances in unit or building) AND does not have an attached garage.)*

☐ ➡ HOT WATER HEATER
The owner certifies that the hot water heater in the building has been checked and that the pressure sensitive release valve is in working order, that the discharge line terminates within 6" of the floor, and that if the heater is a gas or oil fired, type it has a properly attached chimney.

☐ ➡ FURNACE
The owner certifies that the heating system has been checked and that no unsafe conditions are present.

☐ ➡ LEAD-BASED PAINT
For pre-1978 dwelling units, the owner certifies that they have provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. That they have provided a federally approved pamphlet on lead poisoning prevention.

☐ ➡ ***OR***
For dwelling units built in 1978 to present date, the owner certifies that they have no knowledge, reports, or records of lead-based paint and or lead-based paint hazards in the housing.

☐ ➡ MOBILE HOME TIE DOWNS (if applicable)
The owner certifies that the mobile home is securely anchored with four (4) tie downs placed on each corner of the mobile home so as to resist wind overturning and sliding.

If your municipality or insurance company require periodic inspections by a local agency, please note the date(s) and outcome(s) of the last such inspection(s) here.

Water Heater Date: _____ ☐ pass ☐ fail (check one)

Furnace Date: _____ ☐ pass ☐ fail (check one)

**Owner's Signature:** _____ **Date:** _____

# Housing Provider HCV Program Responsibilities Certification

**Directions: Please read ALL statements and sign and date to indicate you understand and will comply with these HCV Program requirements. Pay special attention to the statements about late fees for this program.**

- Owners will do their own tenant screening of households. Owners have the right to deny voucher holders.
- Owners will comply with PHA requests for completed documentation in a timely manner.
- Owners will comply with all Fair Housing Laws and not discriminate against anyone.
- Owners must properly maintain the federally assisted rental unit and the rental unit property.
- Owners must repair all owner responsible inspection fail items within the specified due dates to ensure they remain eligible to receive federal rental assistance payments each month. Non-life-threatening fail items have a thirty (30) day repair window. Life threatening fail items have a 24-48 hour repair window. Failure to repair items by specified due dates can result in the abatement of rental assistance payments, and in some cases the termination of the HAP contract and lease for the household.
- Owners will enforce the terms of their lease and collect rent from households and the PHA each month.
- Owners who sign the HAP contract with the PHA are agreeing to the PHA's payment schedule for the federal rental assistance payments. The PHA's payment schedule may not comply with your lease requirements for tenants. You are NOT allowed to charge the tenant a late fee if the PHA's payment arrives after your lease's required payment due date.
- Owners CANNOT charge households late fees for any PHA rent payments that are received after your property's lease required payment due date. The owner can only charge late fees if the household's portion of rent is not made on time as per the lease requirements.
- Owners will adhere to state and local guidelines for providing timely notices to households regarding their rental unit.
- Owners MUST provide written requests to the PHA, at least sixty (60) days prior to the effective date, for ANY proposed rent increase to an assisted unit! Rent increases are not allowed during the initial lease term on the HCV program. The PHA must review any proposed rent increase, verify the rent increase is still rent reasonable, and make sure the requested rent increase is allowed to go into effect for the program.
- Owners will pursue evictions against any household who violates their lease agreement. Households who are legally evicted from a federally assisted unit will also be terminated from the Housing Choice Voucher program.
- Owners MUST report to the PHA if there is ever a management change at the property, or if payment information changes. (Failure to provide proper notice to the PHA may result in payments getting sent to the wrong place, and the owner will be responsible for retrieving the payment since they did not provide the PHA with proper notice. )

## Housing Provider Certification Section

| Printed Name and Title | Signature | Date Signed |
|---|---|---|



WHEDA
WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY

# WHEDA HCV Program
# Housing Provider Contact Information

( PLEASE COMPLETE THIS FORM TO INDICATE THE CURRENT OWNER AND/OR MANAGEMENT AGENT FOR THE HCV PROGRAM RENTAL UNIT TO ENSURE YOUR PHA CAN CONTACT YOU AND MAKE PAYMENTS TO THE CORRECT PARTY)

***Your PHA will use this information to contact you about all HCV program related matters for the approved rental unit.**

***YOU are responsible for notifying the PHA if there is a management change or owner change at the property. Failure to do so will impact rental payments for the approved rental unit. Please notify your PHA immediately of any change.**

***Please Indicate if HCV Program Rental Payments should be sent to the Owner or Management Agent (If applicable).**

☐ Owner OR ☐ Agent

**Owner Information**

Owner Name: _____

Owner Mailing Address: _____ _____ _____ _____
Mailing Address and Unit # / PO Box | City | State | Zip

Owner Phone Number: _____

Owner Email Address: _____

Owner Fax Number (If available): _____

**Management Agent Information**

Management Agent Name: _____

Management Agent Mailing Address: _____ _____ _____ _____
Mailing Address and Unit #/ PO Box | City | State | Zip

Management Agent Phone Number: _____

Management Agent Email Address: _____

Management Agent Fax Number (If available): _____

WHEDA

# HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT ASSIGNMENT

I (We), _____

*(Name(s) listed on IRS Form W-9)*

am (are) the property owner(s)/manager(s) of the housing unit(s) located at:

_____

*(Address )* *(Street)* *(Ave. /St. /etc.)* *(City, State)* *(ZIP Code)*

The following are the HCV Program participants who reside at the property:

| Name | Property Address | City, State | ZIP Code |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

If you have more than five (5) voucher-assisted tenants at the property, please make copies of this page. You may also print and attach your own computer-generated list of tenants.

I (We) intend to carry out the terms and conditions listed in the current lease and HAP Contract. **I (We) have attached all required documentation.**

_____ _____

*Signature of Property Owner/Manager* *Date*

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WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY

# OWNER PORTAL AUTHORIZED USER ACCESS FORM

*For registered owners who wish to authorize additional users to access the Owner Online Portal*

**Purpose:** Use this form when the registered owner wants to designate additional individuals who need their own email-based access to the WHEDA Owner Online Portal. List each additional user separately below.

## REGISTERED OWNER INFORMATION

| | |
|---|---|
| **Owner/Entity Name:** _____ | **Owner Portal Primary Email:** _____ |
| **Management Company (if applicable):** _____ | **Phone Number:** _____ |

## ADDITIONAL AUTHORIZED PORTAL USERS

Complete the list below for each additional person who should have access. Please provide a separate email address for each user and identify the property or properties the user should be able to access.

| # | NAME | EMAIL ADDRESS | PROPERTY NAME | PORTAL ACCESS |
|---|---|---|---|---|
| 1. | | | | ☐ Yes ☐ No |
| 2. | | | | ☐ Yes ☐ No |
| 3. | | | | ☐ Yes ☐ No |
| 4. | | | | ☐ Yes ☐ No |
| 5. | | | | ☐ Yes ☐ No |
| 6. | | | | ☐ Yes ☐ No |
| 7. | | | | ☐ Yes ☐ No |
| 8. | | | | ☐ Yes ☐ No |
| 9. | | | | ☐ Yes ☐ No |
| 10. | | | | ☐ Yes ☐ No |
| 11. | | | | ☐ Yes ☐ No |
| 12. | | | | ☐ Yes ☐ No |

**By listing an individual above and selecting "Yes," the owner authorizes WHEDA to provide that individual access to the Owner Online Portal for the property or properties identified. Use an additional page if more users need to be listed.*



**OWNER AUTHORIZATION: I certify that I am authorized to designate the additional portal users listed above. I understand that I am responsible for notifying WHEDA when a user's access should be changed or removed.**

# HOUSING CHOICE VOUCHER (HCV) PROGRAM
# DIRECT DEPOSIT ACH FORM

As a participating housing provider in the HCV Program, Direct Deposit of Housing Assistance Payments (HAP) is ***REQUIRED*** as the preferred payment method.

**This form authorizes WHEDA contracted agencies to deposit your Housing Assistance Payments (HAP) directly into your account at your financial institution for each household leased up in your properties.**

## IMPORTANT:

- Electronic payments (Direct Deposits) are always made on the 2nd business day of the month.
- WHEDA contracted agencies will be administering the HCV program on WHEDA's behalf.
- You will be working with one of WHEDA's contracted agencies for the duration of the HCV participant's residency at your rental property

The following are the terms and conditions for participating in the ACH Direct Deposit Program.

1) Your financial institution must be a member of an Automated Clearing House in order for you to participate in the Housing Authority Direct Deposit program.

2) You must complete this authorization form to enroll in the Direct Deposit program. If you have a joint account, both parties must sign the form.

3) All funds will be credited to your account upon arrival of the payments from the United States Department of Housing and Urban Development (HUD).

4) If an electronic transfer is returned for any reason the transfer cannot be made to your account, then WHEDA contracted agencies will investigate the cause and if necessary, will place your payment on hold until the issue is resolved.

5) It is your responsibility to notify your WHEDA contracted agency immediately of any changes in your account, such as account closure or change in account number. To report a change in account information, please complete a new ACH form and provide a written explanation for the change and specify the new account information.

6) Your financial institution, or WHEDA contracted agencies, may cancel this agreement. WHEDA reserves the right to automatically cancel your participation in the direct deposit program for violations of the HAP Contract or notification from the Internal Revenue Service (IRS) or other authorized governmental agency.

This agreement is completed as follows:

PLEASE CHECK ONE
Identify whether this account is for 'regular' WHEDA vouchers or administered portability vouchers.

EFFECTIVE DATE
Identifies the beginning date in which the account should be used. ACH Agreement will need to be submitted two weeks prior to the effective date in order to update systems.

CONTRACT NAME
Fully list the contract name.

CONTRACT ACCOUNT NAME
The name of the bank account to which these funds are credited and debited.

STREET ADDRESS -- CITY, STATE and ZIP CODE
The mailing address for contract.

AUTHORIZED CONTACT PERSON
This is the name of the person responsible for verifying the account balances at the bank.

TELEPHONE NUMBER
The telephone number of the authorized contact person named above

DEPOSITORY NAME – CITY, STATE and ZIP CODE
The complete name and location of the banking institution where your funds will be credited or debited. Your bank must be an ACH member in order to receive commercial ACH transfers directly. Please check with your financial institution.

BANK ROUTING NUMBER
This is the routing number of the bank where your funds will be credited or debited. This information can be obtained from your account officer at your bank.

BANK ACCOUNT NUMBER
The complete number of your account to which we will be directly depositing or withdrawing payments. Check with your officer; ACH transfer account numbers often contain prefix numbers not shown on your checks or account statements.

TYPE OF ACCOUNT
This is the type of account to which these funds will be credited or debited. Your choices are:

- Savings -- savings account; trust account
- Checking -- normally the account that you use to handle day-to-day business

**WHEDA Housing Choice Voucher and WHEDA Moderate Rehabilitation Programs**

Effective Date _____

WHEDA Housing Choice Voucher and Moderate Rehabilitation
NEW or REVISED Authorization Agreement
Automated Clearing House (ACH) Transfer

Please check one (HCV only) ☐ WHEDA Vouchers ☐ Administered Ports

CONTRACT NAME _____

CONTRACT ACCOUNT NAME _____

ACCOUNT OWNER NAME _____

STREET ADDRESS _____

CITY, STATE AND ZIP CODE _____

AUTHORIZED CONTACT PERSON _____

TELEPHONE NUMBER _____

We hereby authorize Wisconsin Housing and Economic Development Authority, hereinafter called WHEDA, to initiate credit entries and to intiate, if necessary, debit entries and adjustment for any credit error to our account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit and/or debit the same to such account.
Funds will be transferred to/from:

DEPOSITORY NAME _____

CITY, STATE AND ZIP CODE _____

BANK ROUTING NUMBER _____

BANK ACCOUNT NUMBER _____

TYPE OF ACCOUNT _____

_____ _____

ACCOUNT OWNER NAME (please print) TITLE (please print)

_____ _____

ACCOUNT OWNER SIGNATURE DATE

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

**Print or type** See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
| | | | – | | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |

**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 on page 3.

**Sign Here** **Signature of U.S. person ▶** **Date ▶**

## General Instructions

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

**Future developments**. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

ADDITIONAL MATERIAL FOR YOUR RECORDS



WHEDA
WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY

# WHEDA Housing Choice Voucher Program HQS/NSPIRE Inspection Standards Update

Dear Housing Providers and Program Participants,

This is notice of upcoming changes to inspection standards and the implementation of NSPIRE (National Standards for the Physical Inspection of Real Estate)**,** for all **WHEDA** Housing Choice Voucher (HCV) and Project Based Voucher (PBV) households.

Effective **October 1st, 2025**, WHEDA's HCV Program inspection process will begin assessing units based on the new National Standards for the Physical Inspection of Real Estate (NSPIRE). NSPIRE, which will be replacing HQS, establishes a new approach to assessing housing quality inspections and strengthens physical condition standards and will be replacing the current HQS standards. Implementation of NSPIRE will ensure that the overall condition of the dwelling unit and property, including components located both inside (i.e. common areas and building systems) and outside of the building (i.e. site exteriors and grounds), and within the units are functionally adequate, operable, and free of health and safety hazards.

It is important to comply with these new requirements to avoid delays in the leasing process, life threatening fail items, or the abatement of federal rental assistance payments.

**The biggest changes are as follows:**

1. All the smoke alarm changes, placement and 10-year sealed/hard wired
2. Inspections will include the unit/inside/outside for all units, this includes the path of travel to unit on apartment buildings
3. GFCI's within 6 feet of water source
4. Interior wall holes cannot be greater than 2 inches in diameter or an accumulation of holes that are cumulatively greater than 6 inches by 6 inches.
5. Heaters must be functional year round

Units subject to inspections prior to the implementation effective date will be held to the HQS administrative and enforcement policies in place at the time the inspection was conducted, but this will also include NSPIRE standards already required for carbon monoxide detectors and smoke alarms. To further assist our participating landlords and families, enclosed with this notification is guidance material on properly preparing for a NSPIRE inspection.

For further information, please visit https://www.hudexchange.info/programs/nspire/.

Please reach out to hcvprogram@wheda.com with questions.

Sincerely,
Housing Choice Voucher (HCV) Team

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NSPIRE

# What To Expect During An NSPIRE Inspection

*For Residents*

**1**

**Inspectors may enter all rooms and areas to complete the inspection.**

**3**

**Inspectors will lock/unlock doors, open cabinets, test plumbing, etc.**

**2**

**Loud noise may occur, such as when alarms are tested.**

**1** Provide inspectors access to all areas and let them know if they will encounter other people or pets.

**2** Expect loud sounds, such as beeping from smoke or carbon monoxide alarms or the opening and closing of doors.

**3** Allow inspectors to examine all inspectable items, including doors, cabinets, kitchen appliances, plumbing fixtures, heating systems, electrical service panels, lighting, windows, etc.

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NSPIRE

# What To Expect During An NSPIRE Inspection

**You may be asked to temporarily move some personal items, like clothes and plants.**

**Inspectors might trip electrical breakers, disrupt circuits, or turn on/off lights.**

**You may be asked to move personal belongings that could be safety risks.**

## During the Inspection

Inspectors may request certain tasks to be completed, such as turning on/off a cooking appliance, adjusting the thermostat, or pulling a stopper from a bathtub.

Light bulbs or batteries may be changed, installed, or replaced as needed.

Inspectors will not inspect resident-owned items, such as fire extinguishers, air conditioners, or freezers for functionality.

## After the Inspection

- The public housing authority (PHA) or property representative may explain discovered deficiencies and required repair time.
- The inspector will provide the inspection results to the landlord, property manager, or PHA.
- Your PHA will follow up with a notice of reinspection dates, if applicable.

See the ***Requesting an Inspection Report*** job aid if a report is not provided.

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NSPIRE

# NSPIRE vs HQS

## HQS
Housing Quality Standards

## NSPIRE
National Standards for the Physical Inspection of Real Estate

### Location Focus

Defined basic quality housing standards based on 13 key aspects (General Regulations and HUD 52580-A)

**FOCUS**

### Resident Focus

Designed to focus on resident health and safety while addressing the increase in multifamily properties and tenant and project-based vouchers

### Inspection Locations

Living Room
Kitchen
Bathroom
Other Room
Used for Living
All Secondary
Heating and Plumbing

**INSPECTION**

### 3 Inspection Types/ 3 Inspection Areas

**Inspection Types:**
Annual Self-Inspection
Critical-to-Quality
Critical-to-Quality Plus

**Inspectable Areas:**
Outside
Inside
Unit

### Deficiency Types

Health and Safety
Non-Health and Safety

**DEFICIENCIES**

### 3 Deficiency Categories

Condition and Appearance
Function and Operability
Health and Safety

**Rationales:**
Deficiencies based on rationales, or clear and concise explanations of the potential risk a defect presents

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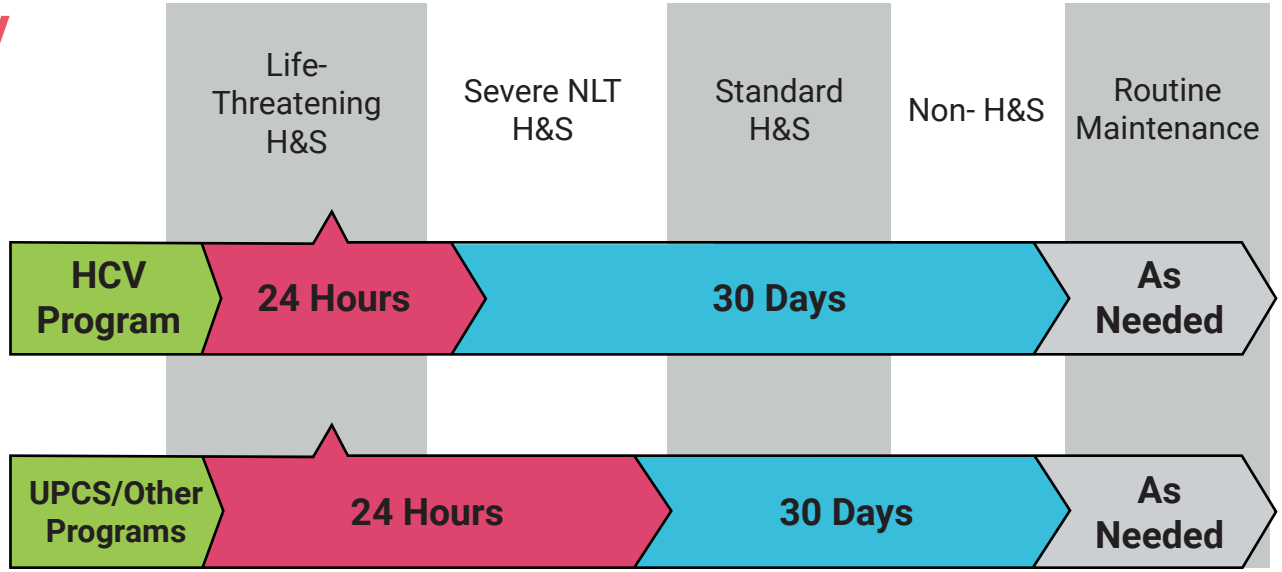
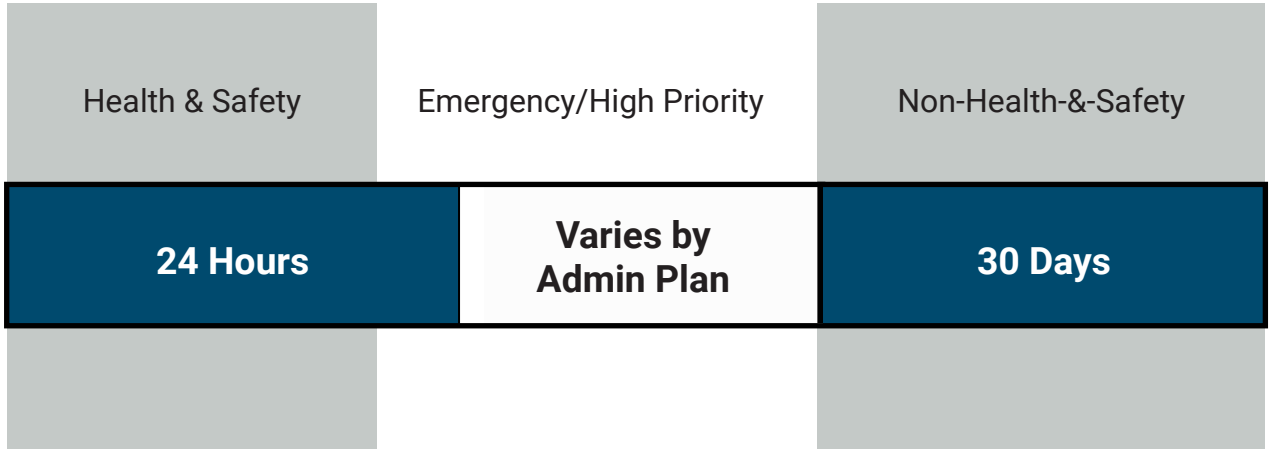
# NSPIRE vs HQS

## NSPIRE Deficiency Time of Repair




## HQS Deficiency Time of Repair

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WHEDA
WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY

Attention HCV Housing Providers,

This letter is a reminder of the requirement that all rent increase notices MUST be submitted in writing to your PHA, **AT LEAST SIXTY (60) DAYS** before the rent increase will go into effect..

This notice can be provided via mail, email, or fax to your PHA.

***Please note that rent increases cannot be approved during the initial lease term for any HCV program participant's unit.***

According to the HUD Housing Assistance Payment (HAP) contract, all rent increases must be sent in writing at least 60 days prior to implementation. Sixty days is the alloted time for our office to process the notification, re-calculate the subsidy and tenant portions of rent, and provide the required notices to all parties of any HAP changes that will affect the household's rent portion.

*(Please see Page 8, section D, title d 'Changes in Lease or Rent' of your HAP Contract).*

Once the rent increase notice is received and approved, the change will be scheduled to go into effect on the 1st of the month following the sixty (60) day notice at the earliest.

Thank you,

WHEDA's Housing Choice Voucher Team

WHEDA
WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY

# MEMO

## Information on the HUD funded Housing Choice Voucher Program For all Prospective Housing Choice Voucher Landlords

Housing Choice Vouchers (HCV) permit low income participants to find safe, decent and affordable housing. The voucher holder selects a unit on the private market. The voucher holder then pays 30% to 40% of their adjusted monthly income for rent while WHEDA pays the remainder of the rent directly to the landlord.

Any type of unit may qualify for the program if:

- The unit is not a congregate, shared, or group housing setting. The unit must be housed by the approved household as the sole inhabitants,
- the Gross Rent (rent plus utility allowances) does not exceed the Payment Standard for the bedroom size. If the Gross Rent does exceed the Payment Standard, the tenant may not pay more than 40% of their monthly income upon initial lease-up,
- The proposed rent is determined to be reasonable,
- the unit meets minimum Housing Quality Standards (HQS),
- the landlord agrees to participate in the program.

Housing Quality Standards are set by HUD and necessitate an inspection (free of charge) by the Housing Authority (generally these federal standards are less stringent than city codes). HQS inspections must be completed prior to lease up, and are performed every second year following lease up unless the unit failed the prior inspection, in which case the inspection will be performed within one year of the prior inspection.

When the family is settled in a new dwelling, the family is expected to:

- comply with the lease,
- comply with the program requirements,
- pay their share of the rent on time,
- maintain the unit in good condition,
- notify the Housing Authority of any income change(s),
- notify the Housing Authority of any family composition change(s).

## Housing Provider HCV Program Responsibilities

- Owners will do their own tenant screening of households. Owners have the right to deny voucher holders.
- Owners will comply with PHA requests for completed documentation in a timely manner.
- Owners will comply with all Fair Housing Laws and not discriminate against anyone.
- Owners must properly maintain the federally assisted rental unit and the rental unit property.
- Owners must repair all owner responsible inspection fail items within the specified due dates to ensure they remain eligible to receive federal rental assistance payments each month. Non-life-threatening fail items have a thirty (30) day repair window. Life threatening fail items have a 24-48 hour repair window. Failure to repair items by specified due dates can result in the abatement of rental assistance payments, and in some cases the termination of the HAP contract and lease for the household.
- Owners will enforce the terms of their lease and collect rent from households and the PHA each month.
- Owners who sign the HAP contract with the PHA are agreeing to the PHA's payment schedule for the federal rental assistance payments. The PHA's payment schedule may not comply with your lease requirements for tenants. You are NOT allowed to charge the tenant a late fee if the PHA's payment arrives after your lease's required payment due date.
- Owners CANNOT charge households late fees for any PHA rent payments that are received after your property's lease required payment due date. The owner can only charge late fees if the household's portion of rent is not made on time as per the lease requirements.
- Owners will adhere to state and local guidelines for providing timely notices to households regarding their rental unit.
- Owners MUST provide written requests to the PHA, at least sixty (60) days prior to the effective date, for ANY proposed rent increase to an assisted unit! Rent increases are not allowed during the initial lease term on the HCV program. The PHA must review any proposed rent increase, verify the rent increase is still rent reasonable, and make sure the requested rent increase is allowed to go into effect for the program.
- Owners will pursue evictions against any household who violates their lease agreement. Households who are legally evicted from a federally assisted unit will also be terminated from the Housing Choice Voucher program.
- Owners MUST report to the PHA if there is ever a management change at the property, or if payment information changes. (Failure to provide proper notice to the PHA may result in payments getting sent to the wrong place, and the owner will be responsible for retrieving the payment since they did not provide the PHA with proper notice. )

**Household Responsibilities on HCV Program:**

Households have several responsibilities once you are officially on the HCV program and start receiving federal rental assistance payments. Failure to comply with these responsibilities is grounds for termination from the HCV program and may result in your household owing money and/or getting evicted from your unit.

- Households MUST provide true and accurate information to your PHA. This includes keeping your contact information up to date. If you change phone numbers or email addresses, you MUST notify your PHA immediately so that we know how to contact you!

*Fraud, or knowingly providing false or incomplete information can be grounds for termination from the HCV program and is punishable by state and federal law.*

- Households MUST pay their portion of rent directly to their landlord and on time as per their lease.
- Households MUST comply with the terms of their lease. A lease is a legally binding document between the household and the landlord. Failure to do so may result in the landlord pursuing an eviction. If your household is evicted from a federally assisted unit, then your household will also be terminated from the HCV program.
- Households MUST report to their PHA, in writing, within 10 business days (2 weeks) of any changes in their household composition or income.

*This includes if you want to move someone in or out of your household, if someone is in the hospital or rehab, if you lost a job, started a new job, if your hours increased or decreased, or if you got a raise etc.*

- Households MUST provide all requested documentation and verifications to your PHA upon request. Your PHA will communicate with you by email and/or mail. Do not ignore your PHA!

*Every household will be required to complete our Annual Reexamination paperwork each year you remain on the HCV program. Your PHA will mail and/or email you the paperwork months before your annual reexamination is due and ask you to complete and return the packet along with any additional verification documents by a specified due date. If your household does not comply, then it may lead to withholding your federal rental assistance payments and/or the termination of your HCV federal rental assistance.*

- Households MUST use their federally assisted unit as their primary residence. Your household cannot receive duplicate federal rental assistance on a unit, and your household cannot be living in two places at the same time.
- Households cannot be absent from the assisted unit for more than 120 consecutive days, unless the PHA grants an extension, and no household can be absent from the assisted unit for more than 180 days even with extensions. Incarceration is not an approvable reason for an extension for the 120 consecutive days absent from unit policy.
- Households should contact your PHA if there is any situation regarding VAWA (domestic violence, dating violence, sexual assault, and stalking) on the premise of your unit, or any situation where someone may know your rental unit location. There are protections in place for you.
- Households should contact your landlord first with any concerns about unit issues that may need repairs. If the landlord is not cooperative, then households should contact your PHA and we can schedule a tenant requested inspection to inspect your items of concern. If those items fail the PHA inspection, then your landlord would be notified of the items and given a specific timeframe to make those repairs.
- Households MUST NOT commit any violent or drug related criminal activity while on the program, and households MUST make sure that they are not interfering with the health, safety, or right to the peaceful enjoyment of the rental property premise for other tenants. Household also MUST NOT be abusive or threatening to PHA staff.

*Please refer to Chapter 12 'Termination of Assistance and Tenancy' for the full listing of mandatory and permissible reasons for terminating a household from the program. Pages 12-1 through 12-9 are provided in this Briefing Packet.*

*WHEDA's complete HCV program Administration plan can be found on our website: hcv.wheda.com*

**PHA Responsibilities for the HCV Program:**

- Your PHA will be responsible for making timely rental assistance payments to your landlord, and utility reimbursement payments to your utility companies if applicable, on your behalf each month.

  *Timely payments can only be made if all parties provide all requested documentation by specified due dates, and all household information can be properly verified. If your PHA has difficulty verifying information that would impact the federal rental assistance portion, then a monthly payment may be delayed until verification is complete.*

- Your PHA will perform Interim and Annual certifications for all assisted households in a timely manner and adhere to WHEDA administrative policies and procedures to ensure that HCV program regulations are followed.

  This includes making sure any Interim certification is put into effect based on our household portion increase vs. decrease policy and making sure any proposed rent increase is rent reasonable for the HCV program.

- Your PHA will provide written notice to all parties at least thirty (30) days prior to any certification taking effect whenever possible.

  *Advanced written notice of certifications cannot be guaranteed if the household or landlord does not provide proper notice of changes to the PHA, or if either party fails to provide required documentation in a timely manner.*

- Your PHA will provide required documentation to all parties in a timely manner and with specified due dates listed.

- Your PHA will be monitoring the household's and owner's responsibilities while on the program and your PHA may issue warning letters or other written notices if either party can be proven to have violated HCV program responsibilities.

- Your PHA will pursue terminations from the Housing Choice Voucher for any household who violates our mandatory program requirements or violates any of our permissible termination criteria.

- Your PHA will follow all requirements when working with another PHA regarding portability of a WHEDA voucher holder.

- Your PHA will review all reasonable accommodation requests from households and modify normal procedures to accommodate the needs of any household member with disabilities.

**PHA Policy on Sharing Household Information with Prospective Owners:**

The PHA must provide the owner with the family's current and prior address (as shown in the PHA records); and the name and address (if known to the PHA) of the landlord at the family's current and prior address. [24 CFR 982.307 (b)(1)].

The PHA is permitted, but not required, to offer the owner other information in the PHA's possession about the tenancy history or trafficking of family members [24 CFR 982.307(b)(2)].

The PHA may not disclose to the owner any confidential information provided by the family in response to a PHA request for documentation of domestic violence, dating violence, sexual assault, or stalking except at the written request or with the written consent of the individual providing the documentation [24 CFR 5.2007(b)(4)].

PHA Policy-

The PHA will inform owners of their responsibility to screen prospective tenants, and will provide owners with the required known name and address information, at the time of the initial HQS inspection or before. The PHA will not provide any additional information to the owner, such as tenancy history or criminal history.

PHA Policy:

The PHA will not screen applicants for family behavior or suitability for tenancy. The PHA will not provide additional screening information to the owner.

**NOTICE TO HOUSING CHOICE VOUCHER AND MODERATE REHABILITATION APPLICANTS AND TENANTS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)**

*This notice was adapted from a notice prepared by the National Housing Law Project.*

A federal law that went into effect in 2013 protects individuals who are victims of domestic violence, dating violence, sexual assault, or stalking. The name of the law is the Violence against Women Act, or "VAWA." This notice explains your rights under VAWA.

## Protections for Victims

If you are eligible for Section 8 through the Housing Choice Voucher or the Moderate Rehabilitation programs, the housing authority cannot deny you rental assistance solely because you are a victim of domestic violence, dating violence, sexual assault, or stalking.

If you are the victim of domestic violence, dating violence, sexual assault, or stalking, you cannot be terminated from the Section 8 program or evicted based on acts or threats of violence committed against you. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault, or stalking that are caused by a member of your household or a guest can't be the reason for evicting you or terminating your rental assistance if you were the victim of the abuse.

## Reasons You Can Be Evicted

You can be evicted and your rental assistance can be terminated if the housing authority or your landlord can show there is an *actual* and *imminent* (immediate) threat to other tenants or employees at the property if you remain in your housing. Also, you can be evicted and your rental assistance can be terminated for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking committed against you. The housing authority and your landlord cannot hold you to a more demanding set of rules than it applies to tenants who are not victims.

## Removing the Abuser from the Household

Your landlord may split the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the assisted unit. Also, the housing authority can terminate the abuser's Section 8 rental assistance while allowing you to continue to receive assistance. If the landlord or housing authority chooses to remove the abuser, it may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, your landlord must follow federal, state, and local eviction procedures.

## Moving to Protect Your Safety

The housing authority may permit you to move and still keep your rental assistance, even if your current lease has not yet expired. The housing authority may require that you be current on your rent or other obligations in the Housing Choice Voucher or Moderate Rehabilitation program. The housing authority may ask you to provide proof that you are moving because of incidences of abuse.

## Proving That You Are a Victim of Domestic Violence, Dating Violence, or Stalking

The housing authority and your landlord can ask you to prove or "certify" that you are a victim of domestic violence, dating violence, sexual assault, or stalking. The housing authority or your landlord must give you at least 14 business days (i.e., Saturdays, Sundays, and holidays do not count) to provide this proof. The housing authority and your landlord are free to extend the deadline. There are three ways you can prove that you are a victim:

- Complete the certification form given to you by the housing authority or your landlord. The form will ask for your name, the name of your abuser, the abuser's relationship to you, the date, time, and location of the incident of violence, and a description of the violence. You are only required to provide the name of the abuser if it is safe to provide and you know their name.
- Provide a statement from a victim service provider, attorney, or medical professional who has helped you address incidents of domestic violence, dating violence, sexual assault, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both you and the professional must sign the statement, and both of you must state that you are signing "under penalty of perjury."
- Provide a police or court record, such as a protective order.

If you fail to provide one of these documents within the required time, the landlord may evict you, and the housing authority may terminate your rental assistance.

## Confidentiality

The housing authority and your landlord must keep confidential any information you provide about the violence against you, unless:

- You give written permission to the housing authority or your landlord to release the information.
- Your landlord needs to use the information in an eviction proceeding, such as to evict your abuser.
- A law requires the housing authority or your landlord to release the information.

If release of the information would put your safety at risk, you should inform the housing authority and your landlord.

## VAWA and Other Laws

VAWA does not limit the housing authority's or your landlord's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

**For Additional Information**

If you have any questions regarding VAWA, please contact WHEDA's Housing Choice Voucher Specialists by email at **hcvprogram@wheda.com**.

For help and advice on escaping an abusive relationship, call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY).

**Definitions**

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse of the victim
- A person with whom the victim shares a child in common
- A person who is cohabitating with or has cohabitated with the victim as a spouse
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
- Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction

VAWA defines *dating violence* as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

VAWA defines *sexual assault* as "any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent" (42 U.S.C. 13925(a)).

VAWA defines *stalking* as (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person OR (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person AND (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person, or (iii) the spouse or intimate partner of that person.