



## HCVP Owner and Tenant - Frequently Asked Questions

### Q: Does the D.C. Housing Authority Screen It's Voucher Participants to Live in My Unit?

A: No. The owner is **solely** responsible for screening the family's behavior or suitability for tenancy to live in their unit. DCHA is not responsible for any screenings and does not place families in voucher units. Voucher participants search for and select the units they would like to live in on their own. **Owners must screen families who apply for their unit(s) the same way they would an applicant who does not have a voucher.**

*Reminder: In D.C., a Housing Choice Voucher is considered protected under local Fair Housing Law. The Voucher is considered a "source of income". Owners, who state they do not rent their unit to voucher holders, or who use the fact that the applicant is Voucher holder as the reason for denial, are in violation of local Fair Housing Laws and are subject to severe penalties by the Department of Human Rights.*

### Q: What Are the Owner (Landlord) Obligations?

A: Owners/Landlords Are Responsible for The Following:

- Screening the family's behavior and/or suitability for tenancy to rent their unit;
- Maintaining the contract unit and premises in accordance with DCHA approved Inspection Standards;
- Providing all utilities under the lease they have with the voucher participant;
- Providing all housing services as agreed to in the lease they have with the voucher participant;
- Enforcing the lease against the tenant when there is a breach of the lease by their tenant in accordance with Landlord/Tenant Court law; and
- Complying with all other provisions of the Housing Assistance Payment (HAP) contract with DCHA to continue to receive monthly rent subsidy on behalf of the tenant.

### Q: What are the Family (Tenant) Obligations?

A: Family (Tenant) Obligations Include:

- Supplying all required information requested by DCHA;
- Making all repairs to an Owner's unit (within the timeline permitted) for all DCHA cited tenant-caused damages;
- Allowing DCHA to inspect and/or re-inspect the assisted unit;
- Not commit any serious or repeated lease violations.
  - Owners may submit to DCHA documentation from Landlord and Tenant Court as proof that their tenant has committed serious or repeated lease violations in order for DCHA to take action against the tenant's voucher assistance (example...L&T Court judge confirmation of any non-payment of tenant portion of rent, unauthorized occupants, or other breach of lease)
- Use the unit as the family's only residence.
- The family must not sublease the unit;

DCHA is committed to providing equal access to this event for all participants & residents with disabilities. If you need a reasonable accommodation or sign language interpreter service, please contact ADA/504/Language Department at 202-535-2737 or ADA504@dchousing.org with your complete request. Please allow at least 3 business days to make the necessary arrangements. If you need a foreign language translator, please contact ADA/504/Language Department at 202-535-2737 or ADA504@dchousing.org. Please allow at least 5 business days to make the necessary arrangements.

- Complying with the language in the lease between you and the Owner;
- Members of the family must not commit fraud, bribery or any other corrupt or serious criminal act; and
- The family must pay their portion of rent.

**Q: Under What Conditions Can Owners Terminate A Lease With A Voucher Tenant?**

**A:** DCHA is not a party to the lease between a voucher participant and the property Owner or Landlord. Just as with any market rate tenant, at all times property owners retain all rights to their property including the right to pursue eviction proceedings through the Landlord & Tenant Branch of the D.C. Superior Court if the owner believes that the participant – or any tenant – has violated terms of the lease agreement. DCHA has no legal standing to:

- fight on the owner’s behalf against their tenant or any companion efforts related to leasing the unit,
- stand in the owners place in order to enforce lease terms or to help evict a tenant, and
- has no liability or responsibility to the owner or other persons for the family’s behavior or the family’s conduct during tenancy (ex: non-payment of tenant portion of rent, unauthorized occupants, etc.,).

DCHA will investigate reports of participant bad behavior that violate our program rules and act accordingly.

During the term of the lease (the initial one-year term or any month-to-month extension thereafter), owners may move to terminate for breaches of the rental agreement through Landlord Tenant Court just as they would with a non-voucher renter. This can be done only through the Landlord Tenant Branch of the D.C. Superior Court, for any one of the following reasons:

- Serious or repeated violations of the lease (i.e., repeated failure to pay their portion of rent);
- Violations of Federal, State, or local laws that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
- Any violent criminal activity on or near the premises;
- Any drug-related criminal activity on or near the premises;
- Disturbance of neighbors;
- Destruction of property; OR
- Living or housekeeping habits that cause damage to the unit or premises

Landlords may use Part C of their Housing Contract with DCHA (which is also an addendum to the lease between the owner and tenant) in Landlord Tenant Court when their tenant has violated any of the above.

**Q: Are Owners Responsible for All Unit Damages or Repairs?**

**A:** The owner is not responsible for damages DCHA identifies as beyond normal wear and tear caused by any member of the voucher household, or by a guest of the household. DCHA will hold the voucher participant accountable for making those repairs and will not penalize the owner for tenant-caused damages.

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**Q: What if I am Having Problems with My Tenant? Can DCHA HCVP Help?**

**A:** DCHA would prefer that you were able to solve any problems that you and your tenant have amiably through a discussion of the problem. However, DCHA recognizes that not all discussions between tenants and landlords will result in a positive resolution. The DCHA Housing Choice Voucher Program (HCVP) has a Mediation Program (staffed by a full-time Senior Mediation Specialist) to assist owners in trying to resolve landlord/tenant lease compliance conflict before it escalates in Landlord Tenant court action. Landlords may request mediation assistance by logging in the DCHA Owner's Portal at [dcha.hcvportal.org](http://dcha.hcvportal.org). DCHA may not be able to mediate all cases due to staffing capacity. If DCHA cannot accommodate an owners request for a mediation session, the family's Housing Program Specialist will make an attempt to reach the family to make them aware of the concerns of the landlord for corrective action.

Because DCHA is not a legal party to the lease you have with your tenant, we do not have legal authority to enforce any provision of your lease (including tenant failure to pay their portion of rent, or tenant behavioral issues that may result in violations of your lease).

DCHA's sole legal enforcement authority against its voucher program participant (for violating the voucher program obligations), and/or its landlord (for any breach of contract with DCHA) is to terminate the housing subsidy. We cannot evict a tenant or force a tenant to move. If DCHA terminates a participant from the program, the owner can either: (1) take action to evict the family in Landlord Tenant court, or (2) allow the family to remain in the unit without any assistance from DCHA. This means that the family is now responsible for paying the full contract rent to the owner.

**Q: I want to get paid more money for leasing my unit(s). Why won't DCHA pay me the higher rate listed in the HUD payment standards?**

**A:** HUD requires that the D.C. Housing Authority publish the annual payment standards. This document lists the maximum amount (or ceiling) that our agency can pay for units of the same size across the District of Columbia. Landlords/owners do not automatically get paid this top amount. In order to determine what amount is appropriate we factor in the comparables – both paying utilities and not – for each tax assessed area in D.C. (ex: Randall Heights, Petworth). It is from this data that we arrive at the appropriate payment for each unit.