

PRE-INSPECTION CHECKLIST

Request for Tenancy Approval (RFTA)

To ensure that the unit passes inspection, the items listed below must be in working order prior to the Housing Quality Standards (HQS) Inspection. If the unit does not pass inspection, there will be a delay in the new contract approval process. (Please note that this is not an inclusive list but some of the most common reasons units fail inspection.)

- Unit must be move-in ready. Previous tenant has moved out and the unit is clean and free of garbage, inside and outside. All of the owner's personal belongings, if any, have been removed.
- All utilities must be on. (Gas, Electricity & Water)
- Smoke detectors must be present and in operable condition on each level of the home, including the basement. If tenant is hearing impaired, flashing smoke detectors must be installed and operable on each level of the home.
- Carbon monoxide detectors must be present and in operable condition and shall be centrally located outside of each separate sleeping area in the immediate vicinity of the bedrooms.
- All windows accessible from the outside are lockable.
- Heating unit provides adequate heating to all living areas.
- Electrical outlets are working and three-pronged outlets are either grounded or have working GFCI (Ground Fault Circuit Interrupter) protection. (See page 5 for example)
- All electrical outlets and light switches have intact, unbroken cover plates.
- The stove, oven, refrigerator, microwave and dishwasher are operable. If the tenant-provided refrigerator or stove is not available at the time of the inspection, it must be verified as "working" prior to the tenant moving into the unit. Stove must have readable control knobs.
- Plumbing leaks have been repaired.
- Water heater needs to have a TPR (Temperature Pressure Relief) valve with a discharge pipe composed of rigid material directed to the floor.

Dear Prospective Landlord,

In order to ensure successful leasing and continued occupancy of program participants, the Housing Authority Inspector will review and complete this checklist at the time the Housing Quality Standards (HQS) Inspection is conducted. We encourage you to review this checklist and ask questions when the Inspector conducts the inspection. **The Santa Clara County Housing Authority *THANKS YOU* for your participation in the Section 8 Rental Assistance Program!**

Conduct inspection. Review and sign the completed New Contract Inspection Summary Report.

If the unit does not pass inspection, deficiencies must be corrected within 10 days from the date of the inspection, and a recheck inspection will be conducted as soon as the Housing Authority is notified the repairs have been corrected.

Review Request for Tenancy Approval (RFTA) Packet:

1. Unit Amenities Form
2. How to Complete the Request for Tenancy Approval (HUD 52517)
3. Request for Tenancy Approval (RFTA) – Check #12, Owner Certification Box (if applicable)
4. Legal Owner and Payment Information
5. W-9
6. Direct Deposit Authorization Agreement (optional)
7. Owner & Co-Owner Certification
8. Disclosure Form: Lead-Based Paint and Lead-Based Hazards

Informational Documents Only:

9. Inspection Process & Lease Information
10. Pre-Inspection Checklist
11. Important Inspection Guidelines for Electrical Outlets
12. Information for the Prospective Landlord
13. Payment Standards for Santa Clara County
14. Partner Portal Account Information & Set-Up Directions
15. SAMPLE Housing Assistance Payment (HAP) Contract
16. HUD Tenancy Addendum Form (HUD 52641-A)

Review the Lease Agreement. The following items must be in the tenant lease and match the HAP contract:

1. Lease begin and end date
2. Utilities and appliances responsibility (for both the tenant and owner)
3. List of approved household members
4. Incorporation of the HUD Tenancy Addendum verbiage into the tenant lease as follows:
“The HUD Tenancy Addendum is incorporated by reference into the lease.”
5. HUD Tenancy Addendum must be attached to the tenant’s lease
6. Total contract rent amount
7. Address with unit number
8. If the utilities are in the Owner’s name but the Tenant is paying for a portion of it, specify in the lease how their portion is being determined and how they are being billed.

9. During the initial lease term (usually 12 months), there are no allowable changes to the lease, including:
 - a. rent adjustments;
 - b. change in appliance and/or utility responsibility; and
 - c. no- cause evictions (owner may only evict for cause during the initial term).

Please Note: The Housing Authority does not provide samples of leases or lease templates.

ENFORCEMENT OF THE LEASE AGREEMENT

- Enforcement of the lease is the responsibility of the landlord.
- The landlord must immediately report to the Housing Authority the following:
 1. Nonpayment of tenant's portion of the rent
 2. Vacancy for more than 30 days
 3. Unauthorized persons residing in the unit
 4. Death of tenant
 5. Crime and substance abuse
 6. Intent to evict, or termination of the lease for any reason
 7. Any other serious or repeated violations of the lease
- The landlord must provide the Housing Authority with a copy of any notice served to the tenant. If the tenant is committing serious and repeated violations of the lease, notify the Housing Authority as this is a breach of the tenant's Family Obligations and can lead to termination of assistance.

AFTER INITIAL LEASE TERM

- Offer of New Lease**

Changes to the lease must be submitted in writing to the tenant and Housing Authority. The following changes require a new HAP contract:

 1. Changes in utilities and appliance responsibility;
 2. Change in term of lease; and/or
 3. Tenant moves to a different unit within same complex.

The lease can continue on a month-to-month (no notice required) or a new lease can be executed (landlord is required to serve 30-day notice in writing to tenant and the Housing Authority).

- Biennial Housing Quality Standards Inspections:**
 1. Inspections are conducted biennially. Landlords and tenants are notified in advance of their inspection schedule. Special Inspections may be scheduled upon written request from either the landlord or the tenant.
 2. Biennial inspections are conducted to ensure the assisted unit is kept in safe, decent and sanitary conditions. Non-life threatening deficiencies are self-certified verified as corrected. Life-threatening deficiencies will require correction within 24 hours of the date of inspection, and a recheck inspection is scheduled.
 3. For 30-day repairs, if the self-certification verifying completion of repairs is not submitted as required, abatement (HAP is permanently held), will be initiated the first day of the month following the repair due date. For 24-hour repairs, the HAP contract will be

terminated effective the repair due date.

Contract Rent Adjustment:

Requests for rent adjustment must be served in writing to the tenant, with a copy to the Housing Authority in accordance with the lease, but no earlier than 60 days prior to the effective date. All adjustments are subject to rent reasonableness and Housing Authority approval. The Housing Authority will not approve more than one rent increase per unit within a 12-month period.

CHANGE OF OWNERSHIP

If there is a change of ownership of the subsidized unit, the Housing Authority must be immediately notified in writing. The notice must include: name of the new owner, address and effective date of the change. The new owner must be informed that he/she must contact the Housing Authority and provide the same information. The HAP will continue to be sent to the owner of record until such time the Housing Authority receives a copy of the recorded Grant Deed. New owner will begin receiving HAP payments the month following notification to the Housing Authority of the change of ownership. SCCHA will not be responsible for recapturing any HAP payments made in error to the previous owner because of delay in notification of sale.

I acknowledge that I have received the Section 8 Owner Information.

Print Name

Signature

Date