

15.0 HAP Payments and Other Information for Owners

This chapter provides information specific to owners participating in Pensacola Housing's HCV programs. Owners are also advised to read the HAP contract and HUD-required tenancy addendum to the lease in full, and to familiarize themselves with the information in Section 4.2, Chapter 12, Chapter 13, Chapter 14, Chapter 19, and Section 21.6 of this Administrative Plan.

15.1 Required Owner Paperwork

All owners participating in Pensacola Housing's HCV program are required to complete City of Pensacola vendor paperwork, including IRS form W-9 and direct deposit authorization forms. Pensacola Housing will not be able to process payments for owners until vendor setup and direct deposit authorization is complete.

If no HAP payment is made for 180 days due to an owner's failure to complete required vendor paperwork, then in accordance with HUD regulations the contract will automatically terminate and the participant family will be issued a voucher to move.

When an owner's contact information changes, the updates must be submitted in writing on Pensacola Housing's Owner/Landlord Change of Address form.

15.2 Out-of-State Limited Liability Companies

In accordance with Florida Statute 608.501, property owners that are limited liability companies formed outside the state of Florida and that are interested in participating in Pensacola Housing's voucher programs may be required to obtain a certificate of authority from the Florida Department of State before the City of Pensacola can establish them as a vendor.

15.3 Execution of the HAP Contract [24 CFR 982.305 (c)]

Pensacola Housing will not make any housing assistance payments to the owner until the HAP contract has been fully executed. When a HAP contract is ready for signature, Pensacola Housing will contact the owner both by phone call and by mail to inform the owner that the contract is ready.

HUD guidelines stipulate that Pensacola Housing and the owner must execute the HAP contract no later than 60 calendar days from the start date of the lease and HAP contract. Any HAP contract not executed within the 60-day period is void. If an owner doesn't appear at the Pensacola Housing office to sign the HAP contract, bringing with them their fully executed lease, within 60 days of the lease/HAP contract start date, Pensacola Housing will void the contract and contact the participant family to provide them with a new RTA. No HAP payments will be made to the owner.

15.4 HAP Payments to Owners

Once the HAP contract is fully executed and the owner has completed all required vendor paperwork, Pensacola Housing will begin processing housing assistance payments (HAP) to the owner. An electronic HAP register will be used as a basis for monitoring the accuracy and timeliness of payments.

Payments are disbursed to owners by the City of Pensacola's Finance Department each month. In accordance with City of Pensacola policy, regularly scheduled HAP payments will be disbursed via electronic funds transfer ("direct deposit") on the first business day of the month, and no later than the 5th day of any disbursement month, HUD funding permitting.

If Pensacola Housing's finance specialist finds that a HAP payment was not made because of Pensacola Housing error, the finance specialist will request a special payment, outside of the normally scheduled check run, from the City of Pensacola's Finance Department. The special payment will take the form of a paper check, and will be mailed to the owner's address of record as soon as processing is complete.

Payments that were not made because of a delay outside of Pensacola Housing's control will be processed with the next month's regularly scheduled electronic funds transfer.

Pensacola Housing will provide owners with electronic statements, showing itemized details of their monthly payments, via an online service called HAPCheck. Owners will be able to view up to 18 months' worth of HAP statements via HAPCheck.

15.5 1099s

At the close of each calendar year, the City of Pensacola Finance Department will send out 1099s to owners who use a social security number as their Tax ID for the purpose of receiving HAP payments. The 1099s will be mailed out in accordance with IRS guidelines regarding deadlines.

If an owner needs to request a duplicate copy of a 1099, he or she should contact the Pensacola Housing finance specialist to make that request. Requests for duplicate copies of 1099s must be made in writing. It may take up to 10 business days for the City of Pensacola to process these requests.

15.6 Disapproval of Owners [24 CFR 982.306]

Pensacola Housing will deny participation by an owner at the direction of HUD, or for any of the following reasons:

1. The owner has violated any obligations under a HAP contract;

2. The owner has committed fraud (which includes providing false documents or withholding information), bribery, or any other corrupt or criminal act in connection with any federal housing program;
3. The owner has engaged in drug-related criminal activity, including drug trafficking, sale, or manufacture; any violent criminal activity; or is a registered sex offender;
4. The owner has a history or practice of non-compliance with HQS for units leased under the HCV program or with applicable housing standards under any other federal housing program;
5. The owner has engaged in program abuse or fraud, including collection of payments in excess of the family share of the rent ; requiring the family to perform extraordinary service in lieu of payments; collecting assistance payments for units not occupied by HCV tenants; or bribing of Pensacola Housing employees;
6. The owner has a history or practice of renting units that fail to meet state or local codes;
7. The owner fails to provide documentation regarding property ownership, or any other requested information;
8. The owner has not paid state or local property taxes, fines, or assessments; or the owner has violated a HAP contract through forfeiture of the property, i.e. foreclosure;
9. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the premises by tenants and neighbors;
10. The owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family of an applicant seeking the initial use of a voucher, unless Pensacola Housing determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;
11. HUD has informed Pensacola Housing that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending;
12. HUD has informed Pensacola Housing that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements; or
13. Other conflicts of interest under federal, state, or local law.

15.7 Limitation and Termination of Owner's Participation [24 CFR 982.453]

If an owner is guilty of frequent or serious HAP contract violations, including but not limited to repeated failure to enforce lease agreements with assisted families, failure to maintain the HQS status of assisted units, or the collection of side payments beyond the reasonable rent; or has committed fraud, bribery or any other corrupt or criminal act; or has engaged in drug related criminal activity, the HAP contract with the owner may be terminated and the owner prohibited from future participation in the program for a period of time commensurate with the seriousness of the offense.

15.8 Renting to Relatives

Unless the lease between the owner and the participant was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any member of the participant household.

Pensacola Housing may waive this restriction as a reasonable accommodation when a household member is a person with a disability.

Owners may not live in the same unit with assisted family members in a lease-shared housing arrangement, unless specifically approved by HUD.

For purposes of this policy, “owner” includes any principal or other interested party.

15.9 Assigning an Agent or Property Manager

Owners who employ the services of an agent or property manager will be asked to declare the agent or property manager, and specify in the vendor paperwork what duties the agent or manager is authorized to perform.

If a realtor or property manager completes an RTA, upon request Pensacola Housing may require the realtor or property manager to provide the Housing Division with a copy of the property management agreement showing that the realtor or property manager is authorized to lease the unit and collect rent on the owner’s behalf.

Owners who live outside of the Pensacola-Ferry Pass-Brent Metropolitan Statistical Area (that is, Escambia and Santa Rosa Counties) are required to provide Pensacola Housing and voucher-holding tenants with contact information for a representative, property manager, or agent who lives within the Pensacola metropolitan area and who is authorized to act on the owner’s behalf to handle any emergencies that may occur on the property.

It is recommended that local owners who are frequently out of town, or who do not have the capacity to collect rents, respond to tenants, and perform periodic maintenance on the rental unit, also designate an agent or manager to act on their behalf. Owners who do so will be able to specify in the vendor paperwork what duties the agent or manager is authorized to perform.

15.9.1 Criminal Screening of Agents and Property Managers

Pensacola Housing will screen all new landlords and their agents in the Dru Sjodin National Sex Offender Public Website (NSOPW). Pensacola Housing will disapprove any owner or agent who is subject to a registration requirement under a state sex offender registration program.

15.10 Changes in Unit Ownership or Management

All changes in ownership or management of units with active HAP contracts must be reported to the Pensacola Housing Division within 10 business days of the change.

Whenever possible, changes should be reported in advance, so HAP payments can be put on hold prior to the transition and to avoid the possibility of incorrect payments. If the prior owner or property manager is paid by Pensacola Housing after the change in ownership or management because of a delay in reporting, or a delay in providing verification documents, on the part of the owners or management companies, those parties will be responsible for arranging the transfer of funds.

A change in ownership requires execution of a new HAP contract. Pensacola Housing and the new owner may, however, complete Pensacola Housing's HAP Contract Addendum, which will affirm the new owner's agreement with the HAP contract(s) already in effect for the affected families, and the new owner's willingness to be bound by the terms of the existing HAP contract.

Pensacola Housing will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed, and the Employer Identification Number or Social Security Number of the new owner.

Changes in property management also require reassignment of the HAP contract. Pensacola Housing will require written proof that all parties—the former property manager, the new property manager, and the tenant—have been informed of the change before any reassignment of the HAP contract, or HAP payments, occurs.

15.11 Required New Owner Paperwork

If a new owner or property manager who assumes the obligations of an existing HAP contract is not an active vendor with Pensacola Housing, the owner will be required to complete City of Pensacola vendor paperwork as described above in Sections 15.1 and 15.2.

If no HAP payment is made for 180 days due to the new owner's failure to complete the required vendor paperwork, then in accordance with HUD regulations the contract will automatically terminate and the participant family will be issued a voucher to move.

15.12 Changing the Lease or the Contract Rent

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give Pensacola Housing a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Assistance will not be continued unless Pensacola Housing has approved the new lease in accordance with program requirements. If the new lease includes any changes governing participant or owner responsibilities for utilities or appliances, Pensacola Housing and the owner will have to execute a new HAP contract reflecting the changes. A new HAP contract is not generally required for other changes to the lease.

Owners must notify Pensacola Housing in writing of any proposed change to the contract rent amount a minimum of 60 days before the change goes into effect. To expedite this process, Pensacola Housing will provide the Request for Tenancy Continuation (RTC) to participant families at least 60 days before their recertification date. Any requested increase in contract rent is subject to Pensacola Housing performing a rent reasonableness determination.