



Request for Tenancy Approval (RFTA) Packet

Dear Applicant/Participant:

Now that you have been issued an RFTA, What happens next?

1. Applicants, ask us about Leasing in Place. You can also start searching for a rental unit. If you are already a program participant, you may have already found a place; if not, you can start searching.
2. Use safe practices: Search Online; Call instead of showing up; Ask about virtual tours, etc.
3. When you find a unit, have the landlord complete the RFTA packet. You must fill in your contact information and sign the packet, as well.
4. **Return the RFTA packet** to Fresno Housing (FH) via email to hcvleasing@fresnohousing.org or place it in the drop box located outside of 1331 Fulton Street, Fresno, CA 93721. (The RFTA Packet may be returned by either the landlord or Applicant/Participant.)
5. FH will review the RFTA:
 - Check to see if the RFTA was completed and signed.
 - Check to see if the rent is reasonable.
 - Check to see if the rent is affordable based on your income.
6. FH will approve a pre-negotiated contract rent with the landlord.
7. FH will schedule and complete an initial Housing Quality Standards (HQS) inspection of the unit within 15 days from when the RFTA is approved.
8. After the unit passes inspection, FH will need a copy of the lease and Owner's Certification that there are no life-threatening deficiencies in the unit.
9. Send to hcvleasing@fresnohousing.org or place in the drop box outside the Central Office.
10. Once all documents are received, the Housing Assistance Payment (HAP) contract will be sent to the landlord for signature. The HAP will be released when all documents are received by FH.

Keep in Mind: The owner will collect two payments each month – one from FH and one from you. To continue receiving assistance each month, you and the owner must follow the rules of the program. The family must pay only the amount authorized by the FH on the current Housing Assistance Payment (HAP) Contract or Amendment.

QUESTIONS? Please contact us at applicantportal@fresnohousing.org or call (559) 443-8400.



The purpose of the information below is to provide the owner and tenant the income percentages and the voucher information needed to help determine rent affordability.

Request for Tenancy Approval (RFTA) Supplemental Form				
Participant Name:			T Code:	
<input type="checkbox"/> New Applicant <input type="checkbox"/> Move Participant <input type="checkbox"/> Portability			Previous Unit Move Out Date:	
<input type="checkbox"/> HCV City <input type="checkbox"/> Other: _____		Voucher Size:	TTP/30%:	40%:
<input type="checkbox"/> HCV County _____				
<input type="checkbox"/> *Prorated Assistance			<input type="checkbox"/> *Minimum Rent \$50	<input type="checkbox"/> *Shared Housing
Eligible Citizens: _____ No. in Family: _____ % of Assistance: _____				
*The affordability calculator cannot be applied to tenants with minimum rent, shared housing, or Pro-Rated Assistance (citizen/non-citizen households).				
Voucher Information				
Date Issued:	Effective Date:	Expiration Date:	Issued By (Print Name):	
Re-issuance Date:		Expiration Date:	Reissued By (Print Name):	
Date RFTA Received:		Voucher Form Signed? <input type="checkbox"/> Yes <input type="checkbox"/> No	Received By (Print Name):	
Multiple Subsidy – This applies to the Applicant only				
<input type="checkbox"/> Fresno Housing received a report from HUD stating the following household member(s) may be currently assisted in another Federally Assisted Housing Program:				

The Housing Choice Voucher program will be unable to assist the member(s) above, until they are removed from the existing assisted household. Please complete the steps below:				
<input type="checkbox"/> You must serve the owner of the program with at least a 30-day notice to vacate OR mutual agreement. A copy must be attached to the RFTA when it is turned in.				
<input type="checkbox"/> Dependent or co-head who is already assisted by another program, must be removed from that program immediately. If the family member is not removed, your Housing Assistance Contract will be processed without the family member who is receiving multiple subsidies.				
<input type="checkbox"/> Adults that are dependents in another household applying for their own Section 8; must have the Head of Household remove them from the other subsidized program before Housing Assistance Contract is processed.				
<input type="checkbox"/> Live-in Aide must remove themselves from the other subsidized program before Housing Assistance Contract is processed.				
<input type="checkbox"/> Other: _____				
FH will be unable to process Housing Assistance Contract until multiple subsidy has been cleared.				

Owner Information

Dear Owner:

Please use the following checklist as a guide to ensure your Request for Tenancy Approval (RFTA) is complete.

Please complete the following forms:

- Request for Tenancy Approval (RFTA)
- Owner Authorization (Include a copy of Voided Check for EFT processing)*
- W-9*
- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- Lease Rider (if applicable)

*The **Owner Authorization**, copy of Voided Check, & **W-9** may be emailed separately to hcvleasing@fresnohousing.org.

CALCULATOR

TTP/30% ? Owner's Requested Rent City Voucher Size ? Unit's Bedroom Size Unit's Type Will the applicant pay for Gas & Electric costs? Which services (if any) will the applicant pay for? Which appliances (if any) will the applicant provide?	TTP/30% found on RFTA Supplemental Form on page 2 of this packet.	<input type="text"/> <input type="text"/> Select From List ▾ Select From List ▾ <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Garbage <input type="checkbox"/> Range / Microwave <input type="checkbox"/> Refrigerator
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CALCULATE YOUR RENT

Affordability Test:

The Housing Authority will apply a rent reasonableness test to every new lease and contract, therefore, proposed rent amounts requested by the owner are not guaranteed. Calculated amounts as they appear on the Maximum Affordability Test are not guaranteed. Payment Standards and Utility Allowances are subject to change.

Calculator available on our website:

Go to www.fresnohousing.org and click "Learn More"- from [Home](#) page//[Engaged Residents](#) // [Voucher Holders](#) // [Rent Amounts](#) // Calculate a guesstimated Rent.

*The affordability calculator cannot be applied to tenants with minimum rent, shared housing, or Pro-Rated Assistance (citizen/non-citizen households).

What happens next? Please refer to page 1 of this packet beginning with Step 4.

Note: If either the rent reasonableness test or the affordability test does not pre-qualify the tenant for the unit, you will be contacted and given an opportunity to reduce the proposed contract rent. **If the rent cannot be pre-negotiated, the RFTA will not be approved by FH.**

- ☑ **Schedule Inspection:** If the unit passes rent reasonableness and affordability test, the inspection team will contact you to determine what the best option will be for conducting a virtual inspection (Face time, Zoom, etc.) and schedule a specific time.
- ☑ **IMPORTANT: All utilities must be turned on at the time of the inspection (PG&E/WG&S).**
 - **Separate meters must be provided for any tenant-paid utilities.**
 - **Appliances must be present and working at the time of inspection.**
- ☑ An initial inspection will be conducted within 15 days from the date the RFTA is accepted.
 - A housing authority representative will contact the owner at the agreed specified time to (1) inspect the unit, and (2) review amenities as stated on the Unit Survey.
 - The inspector will verify the Owner has received the Move In Owner Certification form. This form must be completed and returned to **hcvleasing@fresnohousing.org**.
 - If the inspector notes differences in the amenities, quality of the unit, etc., they will note those differences and forward them to the leasing team.
 - **The inspector will NOT negotiate rent.** Rent negotiation is performed in the office using third party vendor software. The leasing team will rerun the rent reasonableness test and contact the owner if further adjustments are needed.

If the unit cannot pass inspection or rent cannot be negotiated, the unit will be disapproved by FH.

- ☑ Once the unit passes inspection the leasing team will email the HAP Contract to the owner for signature. Any other forms missing information will be sent as well.
 - **Contract Effective Date:** The contract cannot begin until the **unit has passed an inspection and the participant takes possession of the unit.** (Ex. Unit passes inspection on April 1st but participant takes possession on April 5th; contract effective date will be April 5th. If participant already has possession of the unit, the contract will be effective when the unit passes inspection.)
- ☑ Once the owner agrees to the HAP Contract and signs, they will also enter into a Lease Agreement with the participant. **Send a copy of the signed Lease Agreement to FH.**
- ☑ **Housing Assistance Payment (HAP):** Payments will be released once the *signed* HAP Contract, the lease, lease rider (if applicable), and any other necessary documents are received by FH.

If all requested documents are not received within 60 days of the passed inspection, the HAP Contract is void and FH cannot pay any housing assistance payment to the owner.



Request for Tenancy Approval (RFTA)

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance. HUD will not disclose this information except when required by law for civil, criminal, or regulatory investigations and prosecutions.

Program: HCV City HCV County

Name of Public Housing Agency (PHA) Fresno Housing Authority PO Box 11985, Fresno, CA 93776-1985		Address of Unit (street address, unit #, city, state, zip code)		Utilities <input type="checkbox"/> PG&E <input type="checkbox"/> SoCal
Number of Bedrooms	Number of Bathrooms	Square Footage	Year Constructed	
Requested Lease Start Date	Proposed Rent \$	Security Deposit Amount \$	Date Unit Available for Inspection	
Property Type		If this unit is subsidized, indicate type of subsidy:		
<input type="checkbox"/> Single Family Detached (house) <input type="checkbox"/> Semi-Detached (duplex, attached on one side) <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides) <input type="checkbox"/> Low-rise apartment building (4 stories or fewer) <input type="checkbox"/> High-rise apartment building (5+ stories) <input type="checkbox"/> Manufactured Home (Mobile Home)		<input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Tax Credit <input type="checkbox"/> Home <input type="checkbox"/> Section 236 (insured or uninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Other (Describe Other Subsidy, including any state or local subsidy) _____		

Utilities and Appliances

The owner shall provide or pay for the utilities/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

Item	Specify type	Paid by
Heating Fuel	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottled Gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Oil <input type="checkbox"/> Other	
Cooking Fuel	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottled Gas <input type="checkbox"/> Electric <input type="checkbox"/> Other	
Water Heating	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottled Gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other	
Other Electricity		
Water		
Sewer		
Trash Collection		
Cooling System	<input type="checkbox"/> Central <input type="checkbox"/> Swamp Cooler <input type="checkbox"/> Window/Wall	
Heating System	<input type="checkbox"/> Central <input type="checkbox"/> Window/Wall	



Unit Quality/Condition			
<input type="checkbox"/> Poor	<input type="checkbox"/> Fair	<input type="checkbox"/> Average	<input type="checkbox"/> Above Average <input type="checkbox"/> Excellent
Amenities Provided by or Paid by the Owner/Landlord			
Indoor	Kitchen	Outdoor	Maintenance
<input type="checkbox"/> Cable Included	<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Balcony	<input type="checkbox"/> Lawn
<input type="checkbox"/> Ceiling Fans	<input type="checkbox"/> Stove/Range	<input type="checkbox"/> Gated Community	<input type="checkbox"/> Trash
<input type="checkbox"/> Washer	<input type="checkbox"/> Microwave	<input type="checkbox"/> Pool	<input type="checkbox"/> Pest Control
<input type="checkbox"/> Dryer	<input type="checkbox"/> Dish Washer	<input type="checkbox"/> Garage <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3	
<input type="checkbox"/> W/D Hookups	<input type="checkbox"/> Garbage Disposal	<input type="checkbox"/> Carport <input type="checkbox"/> 1 <input type="checkbox"/> 2	
<input type="checkbox"/> Onsite Laundry			

Owner's Certifications

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.

	Address and Unit Number	Date Rented	Rental Amount
1.			
2.			
3.			

b. The owner (including a principal or other interested party) is **not** the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

c. Check one of the following:

- Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
- The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.
- A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

Additional Information

- The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's responsibility.
- The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.
- The PHA will arrange for inspection of the unit and will notify the owner and family if the unit is not approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Owner/Owner Representative Signature		Head of Household Signature	
Business Address		Present Address	
Email Address		Email Address	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)



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

Lease and Lease Rider/Addendum Information

Send ALL leases, lease riders, & HAP Contracts to:

Email: hcvleasing@fresnohousing.org

Subject Line: Address & Head of household's name (Ex. 1331 Fulton Street, Sarah Jones)

To expedite your Housing Assistance Payment (HAP), Fresno Housing (FH) **MUST** have a copy of the lease agreement signed by the owner and the tenant & the Owner's Certification that there are no life-threatening deficiencies in the unit.

The lease agreement **must specify the following:**

- The new terms of the lease;
- The new amount of the monthly rent to owner; and
- What utilities and appliances are supplied by the owner and by the tenant(s).

Most leases do not include this information and will require the owner to either create a standard addendum to provide this information **or** use the Lease Rider provided by FH.

RECOMMENDED USE OF THE LEASE RIDER:

- 1) **If the applicant is already residing in the unit,** have the lease and lease rider prepared before the inspection. Make sure all forms are signed by the owner and the tenant.
- 2) **If the applicant is not yet residing in the unit,** keep the Lease Rider that's included in this packet and return it with the lease, signed by the owner and tenant.



After the RFTA has been accepted by FH, an inspection will be scheduled to be conducted within 7 – 10 days, provided the unit is ready.

For questions about a pending inspection, **send an email to the inspections department:**
hcvinspections@fresnohousing.org



RIDER TO LEASE AGREEMENT - HOUSING CHOICE VOUCHER PROGRAM

This Rider to Lease Agreement is made between _____ (“Landlord”) and _____ (“Tenant”).¹

This Rider amends the (“Lease”) between Landlord and Tenant dated _____ for the dwelling unit located at _____.

1. This Lease shall become effective on: _____, and shall end on _____. Any other references to effective dates within the lease are null and void.
2. Any change in the amount of the housing assistance payment shall be effective as of the date stated in written notification by the PHA to the Family and Owner. Initially and until such change, the monthly contract rent for the dwelling is the sum of \$_____ per month.
3. The utility and appliance responsibilities are set as follows:

- | | | |
|---|--------------------------------|---------------------------------|
| Electricity will be paid by the: | <input type="checkbox"/> Owner | <input type="checkbox"/> Tenant |
| Natural Gas will be paid by the: | <input type="checkbox"/> Owner | <input type="checkbox"/> Tenant |
| Water & Sewer will be paid by the: | <input type="checkbox"/> Owner | <input type="checkbox"/> Tenant |
| Garbage will be paid by the: | <input type="checkbox"/> Owner | <input type="checkbox"/> Tenant |
| The refrigerator will be provided by the: | <input type="checkbox"/> Owner | <input type="checkbox"/> Tenant |
| The stove/range will be provided by the: | <input type="checkbox"/> Owner | <input type="checkbox"/> Tenant |

NOTE: Any changes in utilities or appliances as stated above requires a change to the contract; therefore, any changes must be reported to the housing authority with a written 60-day notice from the owner to the tenant.

4. Notwithstanding any other provision in the lease, no increase in rent, and no change to the responsibility for payment of utilities or ownership of the refrigerator, stove and oven, or range or microwave may be affected during the term of this Lease Agreement.
5. Except as amended herein, all terms and conditions of the Lease shall remain in full force and effect.
6. All terms used herein are as defined in the lease.

_____	_____	_____
Landlord Name (Print)	Landlord Signature	Date
_____	_____	_____
Tenant Name (Print)	Tenant Signature	Date

¹ 24 CFR 982.308 (d) Required Information. The lease must specify all of the following: (1) The names of the owner and the tenant; (2) the unit address rented (3) The term of the lease; (4) The amount of the monthly rent to owner; and (5) A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances will be supplied by the family.

SOURCE OF INCOME

FACT SHEET

DFEH



“YES, SECTION 8!” RENTAL ASSISTANCE AND HOUSING VOUCHERS ARE NOW PROTECTED FROM DISCRIMINATION! BEGINNING JANUARY 1, 2020, LANDLORDS AND HOUSING PROVIDERS CANNOT TURN YOU AWAY BECAUSE YOU ARE RECEIVING RENTAL ASSISTANCE OR A VOUCHER.¹

If you think you have been a victim of housing discrimination based on a protected class including source of income, file a complaint.

TO FILE A COMPLAINT

Department of Fair Employment and Housing

dfeh.ca.gov

Toll Free: 800.884.1684

TTY: 800.700.2320

¹ This includes housing assistance from any federal, state, or local housing benefit or subsidy program, or any financial aid that provides rental assistance, security deposit assistance, or a housing subsidy. Additional forms of housing subsidies may include VASH, Homelessness Prevention and Rapid Re-Housing Program, HOPWA Housing Opportunities with AIDS, Security Deposit Assistance Programs, and others.

6 THINGS YOU NEED TO KNOW

1. Landlords and housing providers cannot advertise or state a preference for tenants with certain sources of income. For example, “No section 8; there is a wait list for people with vouchers or programs.”
2. Landlords and housing providers cannot refuse an application from you, charge a higher deposit or rent, or treat you differently in any other way based on the use of a section 8 voucher or other housing subsidy.
3. Your landlord cannot refuse or delay making repairs to your home (apartment or residence) because you pay rent with a form of public or housing assistance.
4. Landlords and housing providers cannot refuse to enter into or renew a lease because you use a section 8 housing voucher or other housing subsidy. For example, “I’m not taking section 8 for your unit. You need to move.”
5. Landlords and housing providers cannot interrupt or terminate any tenancy because you are using or plan to use a section 8 voucher or other housing subsidy.
6. If you are using rental assistance or a section 8 voucher, the housing provider is only allowed to consider your portion of the rent when deciding to rent to you. If a landlord or housing provider uses a financial or income standard that is not solely based on the portion of rent to be paid by you, then the housing provider has committed an unlawful discriminatory housing practice.

You have the right to be free from harassing, discriminatory, or threatening behavior or comments that are made based on your source of income, including from other tenants.

SOURCE OF INCOME FAQ

Q What is the new law regarding source of income protections?

A California has a law called the Fair Employment and Housing Act (FEHA) that protects people from housing discrimination based on categories including race, color, national origin, religion, disability, gender, gender identity, familial status, and sexual orientation and some sources of income. The latest amendment to the law regarding source of income protections adds people using a federal, state, or local housing subsidy to this list of protected groups. This means, beginning on January 1, 2020, housing providers, such as landlords, cannot refuse to rent to someone, or otherwise discriminate against them, because they have a housing subsidy, such as a Section 8 Housing Choice Voucher, that helps them to afford their rent.

Q What types of housing subsidy programs are included under the source of income protection law?

A The new law prohibits discrimination against any applicant because the applicant is using a federal, state, or local housing subsidy to assist with paying rent. Section 8 Housing Choice Vouchers, the HUD-VASH program, Homelessness Prevention and Rapid Re-Housing Programs, Housing Opportunities for Persons with AIDS and security deposit assistance programs, among others, all fall within the scope of the new law's protection. This list of protected subsidies also includes locally funded subsidy programs created by cities, counties and public agencies to address growing homelessness.

Q What is "Section 8 Housing Choice Voucher rental assistance"? What is a "VASH voucher"?

A Section 8 Housing Choice Voucher rental assistance is funded by the U.S. Department of Housing and Urban Development (HUD) and is administered by a local public housing authority to help households with low income pay their rent. A tenant with a voucher pays a predetermined portion of rent and the Section 8 program pays the remainder of the rent, directly to the housing provider.

The HUD-VASH Program is a type of Section 8 Housing Choice Voucher that provides assistance to veterans who are experiencing homelessness and their families. The program also includes case management and clinical services provided by the Department of Veterans Affairs.

Q Who must comply with the new law?

A All housing providers must comply with the FEHA's new source of income protection law. This includes private landlords, property management companies, homeowners associations, corporations, and others who rent residential property in California. However, homeowners who live in their house, condominium or other single-family unit and rent out only one room within that unit, are exempt from the law.

Q What are some examples of practices that are prohibited?

A A housing provider cannot take the following actions based only on a person’s source of income, or the housing assistance that person receives (partial listing):

1. Advertise or state a preference for tenants with certain sources of income.
2. Refuse an application from a prospective tenant, charge a higher deposit or rent, or treat the prospective tenant or tenant differently in any other way because the prospective tenant or tenant uses a Section 8 voucher or other housing subsidy.
3. Refuse to enter into or renew a lease because the tenant will use a Section 8 housing voucher or other housing subsidy.
4. Interrupt or terminate any tenancy because the tenant is using or plans to use a Section 8 voucher or other housing subsidy.
5. Falsely represent that a rental unit is not available for tenancy because the prospective tenant will be using a Section 8 housing voucher or other housing subsidy.
6. Require any clause, condition or restriction in the terms of an agreement solely because the tenant will use a Section 8 voucher (with the exception of those required by a particular subsidy program).
7. Restrict a tenant’s access to facilities or services at the rental property (such as a pool or fitness center) or refuse repairs or improvements to the property associated with the tenancy, because of the use of a Section 8 housing voucher or other subsidy.

Q Can housing providers indicate in a notice or advertisement, “I do not accept Section 8 Housing Choice Voucher Rental Assistance”?

A No. Beginning January 1, 2020 it is unlawful to make, print, publish, advertise, or disseminate in any way, a notice, statement or advertisement that indicates that a tenant will be declined because their source of income includes a Section 8 voucher subsidy.

Q Are housing providers prohibited from screening applicants with housing subsidy assistance based on other factors?

A No. While housing providers cannot decline a tenant, or treat a prospective tenant differently than other applicants, based only on the applicant’s receipt of housing assistance, housing providers still have the right to screen all applicants according to their lawful tenant screening criteria. All fair housing laws still apply, ensuring that tenant selection is never based upon race, color, national origin, religion, sex, familial status, disability, age, ancestry, sexual orientation, gender identity, gender expression, genetic information, marital status, military and veteran status, citizenship status,* primary language,* or immigration status.*

*Covered under the Unruh Civil Rights Act, which applies to most housing accommodations in California.

Q Can a housing provider still screen for income eligibility to ensure an applicant will be able to pay their rent?

A Yes. However, housing providers must consider all legal verifiable sources of income for an applicant or resident. Any money that will be paid by a household must be included as part of the applicant’s or resident’s annual income when determining whether their income meets the requirements for the rent amount or other financial standard. This means that the housing provider must consider the total income of persons residing together or proposing to reside together on the same basis as the total income of married persons residing together or proposing to reside together.

Q If a housing provider uses a financial eligibility standard that requires a household to have a certain amount of income to qualify for a unit, how can a Section 8 tenant meet the financial standard?

A If a tenant or applicant is using a housing subsidy, such as a Section 8 voucher, the housing provider is only permitted to consider the tenant’s portion of the rent. If a housing provider uses a financial or income standard that is not solely based on the portion of the rent to be paid by the tenant, then the housing provider has committed an unlawful discriminatory housing practice. For example:

A two-bedroom unit is advertised at a rent of \$2,500 per month. The building has a policy that all households must have an income of at least three times the rent in order to qualify for a unit. A household with a Section 8 voucher applies for the apartment. The tenant’s portion of the rent is \$500 and the housing authority will pay the additional \$2000. The housing provider is permitted to require that the tenant have an income of at least \$1500 a month (the tenant portion X 3). The housing provider cannot require that the tenant make three times the total rent for the unit (\$7500) as this would include the portion that will be paid by the housing authority. See chart illustrating this:

	Standard	Section 8
<i>Rent Due by Tenant:</i>	\$2,500	\$500
<i>Income Minimum:</i>	\$7,500	\$1,500

Q How are Section 8 Housing Choice Voucher rental assistance tenants screened by the housing authority?

A Households which receive Section 8 Housing Choice Voucher rental assistance undergo a verification process of their income and background checks for certain factors related to tenant suitability, such as criminal background* and eviction history. Recipients of housing assistance are also typically required to adhere to standards regarding conduct in the assisted units, providing additional incentives for tenants to comply with lease provisions. Housing providers are also permitted to do their own background checks as long as the screening complies with all federal, state, and local laws.

*FEHA also has specific regulations related to Criminal History Information.

Q Does the new protection mean a housing provider cannot set rent amounts?

A No. The local public housing agency determines whether or not the rent requested by the housing provider for a Section 8 Housing Choice Voucher rental assistance household is reasonable. Critical market factors that impact rent are considered, such as the location, quality, size, unit type and age of the contract unit, as well as any amenities. To raise the rent, the housing provider first must comply with any law that limits rent increases for certain residential properties and must provide the tenant and the local public housing agency with a written notice of a proposed rent increase and submit a Rent Increase Application. Rents for existing Section 8 Housing Choice Voucher rental assistance tenants may not exceed the rents charged for units with tenants who do not receive rental assistance.

Q What could happen if a housing provider does not follow the new law?

A Tenants and applicants can file a private lawsuit against housing providers who violate the law, or they can file a complaint with DFEH. DFEH will investigate and attempt to resolve the complaint. If the complaint isn’t resolved and DFEH determines there has been a legal violation, DFEH can file a lawsuit in court seeking remedies that may include recovery of out-of-pocket losses, an injunction prohibiting the unlawful practice, access to housing that the landlord denied, damages for emotional distress, civil penalties or punitive damages, and attorney’s fees.

Q Where can I obtain more information?

A Please see our website at www.dfeh.ca.gov for more information and resources about source of income discrimination.