

PROPERTY PARTNER MANUAL

BALTIMORE
REGIONAL
HOUSING
PARTNERSHIP



Welcome to the Partnership!

Thank you for your interest in leasing with the **Baltimore Housing Mobility Program**. Since 2015, the **Baltimore Regional Housing Partnership (BRHP)** has served as the Regional Administrator of the program and a model for public housing agencies across the country on how to manage a successful housing mobility program. Our property partners (landlords) contribute to our reputation as a leader, and it is our goal to continue to partner with the best property owners throughout the Baltimore region to house our families. We hope you find this manual useful in preparing you to be a successful BRHP property partner.

Our Program

BRHP operates the nationally-recognized Baltimore Housing Mobility Program, a **HUD-funded Housing Choice Voucher (HCV)** program that combines intensive counseling and supports for low-income families with a federally funded Housing Choice Voucher (HCV). Using the skills and supports our families gain from our counseling program, they are able to move to some of the best neighborhoods throughout the Baltimore region.

Our Families

The families who participate in our program go through a curriculum of classes meant to position them to be **long-term, successful tenants**. They work on budgeting, setting and achieving goals, home maintenance, and landlord and tenant relations. The **highly-motivated families** who complete the pre-move counseling are equipped with the skills to be successful tenants, and are supported after their move by a dedicated counselor.

Our Property Partners

Property Partners who choose to participate with our program enjoy a range of benefits: **payments on the first of each month**, an **online landlord portal** with payment and other information, our **Landlord Relationship Specialist**, and a **pool of highly motivated families** looking to rent a new home. From property partners who have a single home, to large multifamily apartment owners, our property partners are the backbone of our program's success and we work hard to provide them with quality customer service.

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Background

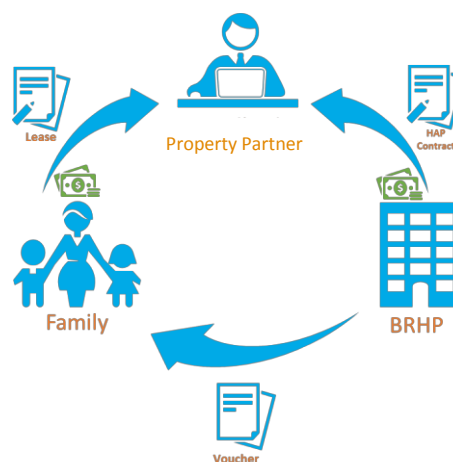
BRHP is a mission-driven 501(c)(3) organization that expands housing choices for families with low incomes, who have historically been excluded from housing in well-resourced neighborhoods, helping them to access and transition successfully to safe, healthy, and economically vibrant communities. BRHP provides Housing Choice Vouchers (HCV) for families to rent private homes in quality neighborhoods — areas with low crime, low poverty, and strong schools—throughout the Baltimore region. The housing assistance is coupled with intensive housing mobility counseling to help renters choose communities that are best suited for their families' needs. Since 2003, the program has successfully helped **over 5,000 families** improve their quality of life through educational seminars on credit building, banking and budgeting, and home maintenance along with dedicated guidance from counselors as they search for their new homes. The access and choice afforded to families in the Baltimore Housing Mobility Program expands opportunities for children that last a lifetime.

Voucher Assistance Explained

The Housing Choice Voucher (HCV) program provides rental assistance for low-income families, who contribute **30 percent of their income towards rent**. Families receiving voucher assistance are screened to meet the income, criminal, and other regulatory requirements from the U.S. Department of Housing and Urban Development (HUD). An eligible family on our program will find a home available from private landlords, and when the family and tenant enter into a lease, both the family and the program will pay portions of the rent directly to the landlord.

Program Mechanics

When a family leases a home with a BRHP Property Partner (landlord), the family pays their portion of the rent (**roughly 30 percent of their income**) and BRHP pays the remaining balance of rent. The payment from BRHP is governed by a **Housing Assistance Payment (HAP)** contract, and will cover up to the full rent for the home, depending on circumstances. BRHP monitors income and compliance from the family, and when the family's income changes, BRHP's portion of the rent will change accordingly.



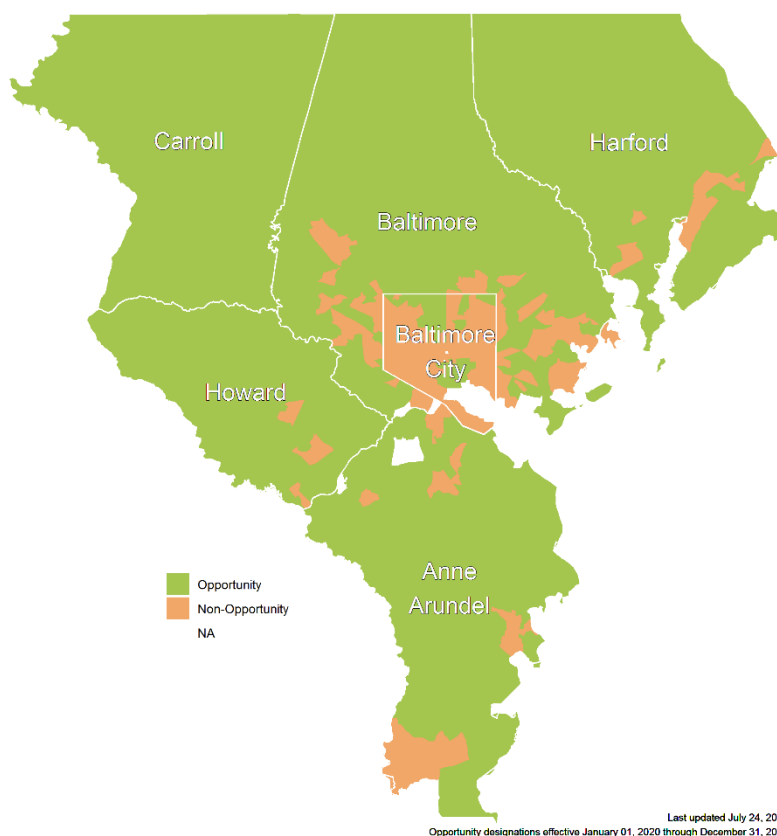
More details are provided in the following pages, but if you have any questions, please reach out to our dedicated **Landlord Relationship Specialist** at **(667) 207-2114**. Thank you for your interest in our program.

We hope to welcome you to the Partnership!

OPPORTUNITY AREA

What is an Opportunity Area?

Opportunity Areas are neighborhoods that have strong schools, low poverty, low crime, access to employment, and allow for a healthy lifestyle with access to grocery stores, parks, and recreation centers. Research shows that adults, and especially children, living in opportunity areas have greater success in life. Our program is unique in that we assist qualified families find housing **exclusively in Opportunity Areas** and overcome barriers that have traditionally excluded voucher families from these neighborhoods. Our Opportunity Areas span across the Baltimore region and include Baltimore City, Baltimore County, Howard County, Harford County, Anne Arundel County, and Carroll County. For this reason, BRHP property partners must have property located in Opportunity Areas to be listed in our program.



OPPORTUNITY AREA SEARCH TOOL

Ready? Set. Search!

Is my property in an Opportunity Area? Find out the easy way. Use our search tool, and it will let you know. You will get one of these messages: **This address is in an Opportunity Area** or **Sorry! This address is NOT in an Opportunity Area**.

Is the rent affordable? Check before submitting your RTA - Request for Tenancy Approval. The search tool will tell you a range of rents that may be affordable in the area. You will get a message like: **Based on our estimates, the rents you should consider for this Opportunity Area are between \$1679.00 and \$1844.00**.

BRHP has made finding the answers easy.

Go to <https://brhp.wpengine.com/search/> or scan this QR code to go to our search tool:

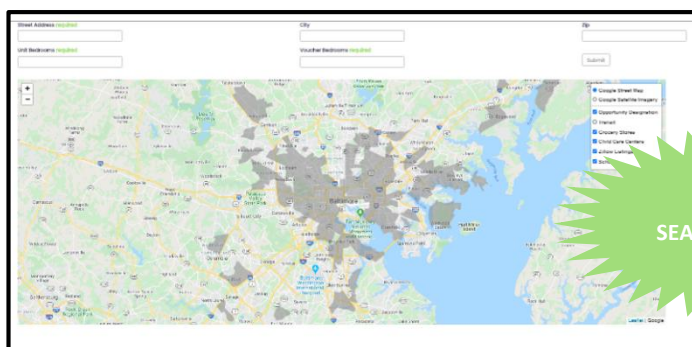


Search!

You will need to enter the following information to do your search:

- Enter the street address
- Enter the city **only**, not state or zip code
- Enter the number of bedrooms in the unit
- Enter the number of bedrooms on your voucher
- Answer the security question so we know you are not a robot

When you are done entering the information, click the submit button.



Got an error message? You will get the message: **We're sorry, this address was not found or is outside of our jurisdiction**, if you enter the state or zip code in the city field or if the search tool cannot find the address. For further support, contact our **Landlord Relationship Specialist**.

OWNER RESPONSIBILITIES

The owner, agent, and property manager must follow the guidelines established below in an effort to participate with our program. Below you will find a list of owner responsibilities that will further assist you in your partnership with BRHP and in relationship with your tenant. For additional information please see the owner section of our **Administrative Plan** available on our website or scan this QR code:



Owner Responsibilities	BRHP Responsibilities
<ul style="list-style-type: none"> • Screen potential voucher holder for tenancy • The owner is responsible for collecting from the family: <ul style="list-style-type: none"> ○ any security deposit ○ the tenant contribution, which is the part of rent to owner not covered by the housing assistance payment ○ any charges for unit damage by the family • Maintain the unit in accordance with the Housing Quality Standards (HQS), including performance of ordinary and extraordinary maintenance. See HUD's Housing Quality Standards on their website. • Comply with Equal Opportunity Requirements • Provide BRHP information required under the HAP contract • Pay for utilities and services, <u>unless</u> paid by the family under the lease • Enforce the terms of the lease • Communicate regularly with tenant 	<ul style="list-style-type: none"> • Provide exceptional customer service and guidance to landlords • Provide clients with pre-move counseling services to prepare families for successful leasing in Opportunity Areas • Provide clients with post-move counseling services to strengthen knowledge of new community and a stable tenancy • Inspect dwelling in accordance to HQS including performance of ordinary and extraordinary maintenance • Landlord and tenant conflict resolution • Calculate monthly Housing Assistance Payment (HAP) and tenant contribution • Timely payment and adjustments • Enforce program obligations • Enforce Housing Assistance Payment Contract terms available on HUD's website

LEASING REQUIREMENTS

Approval to Move In

After the owner and tenant get BRHP's approval, they sign a lease.

The family and owner must execute a written lease agreement for the assisted unit. This written lease is a **contract between the tenant family and the owner**. BRHP is not a party to this contract. The keys must be given to the tenant the date the lease goes into effect. The tenant must have legal capacity to enter a lease under state and local law.

The tenant's legal capacity means that the tenant:

- is bound by the terms of the lease
- may enforce the terms of the lease against the owner

BRHP does not provide a model or standard lease for owners to use.

Lease –Required Information

The assisted lease must contain all of the following information:

- the names of the owner and the tenant
- the names of the BRHP approved household members
- the unit rented address, apartment number, and any other information needed to identify the contract unit
- the term of the lease and any provisions for renewal. **The lease must be a minimum of 12 months.**
- the amount of the monthly rent to owner
- what utilities and appliances are to be supplied by the owner
- the family's financial responsibilities including but not limited to water, sewer, and trash fees.

Lease Recommendations

BRHP recommends the lease contain the following items:

- Landlord inspection of the home at least every 6 months for normal wear and tear maintenance
- Renters Insurance
- It is recommended that the lease end date should be on the last calendar day of the month because the move out month is not prorated. The full Housing Assistance Payment (HAP) is paid to the landlord for the move out month which allows the

tenant the entire month to move. For example, if the lease begins on August 10, 2020 the end date would be August 31, 2021 instead of August 9, 2020. All subsequent leases would begin on September 1 and end on August 31.

Lease Renewal with Rent Increase

The owner must notify BRHP of any changes in the amount of rent to owner **at least sixty days** prior to the change going into effect. The rent to owner amount may not exceed the reasonable rent determined or redetermined by BRHP. BRHP cannot increase rent during an initial lease term or within a renewal term. Approved requests will be **effective the first of the month 60 days after the receipt of this request or on the date you request below**, whichever is later. You will receive written notice from BRHP **30 days prior to the effective date**.

The Rent Increase Request Form can be found under forms and resources in the landlord portal on our website at www.brhp.org.

Change in Lease

If the tenant and the owner agree to any changes in the lease:

- the changes must be in writing and signed by all parties
- the owner must immediately give BRHP a copy of the changes
- the lease, including any changes, must remain in accordance with the requirements of this leasing chapter

BRHP approval of tenancy and execution of a new HAP contract are required only for the following changes in the lease:

- changes in tenant or owner responsibilities for utilities or appliances
- changes in the term of the lease
- the family moves to a new unit, even if the unit is in the same building or complex

All changes of the lease must be reported to BRHP at least sixty (60) days before any change goes into effect. All changes must be approved by BRHP prior to going into effect.

BRHP will terminate housing assistance unless we have approved a new tenancy in accordance with program requirements and executed a new HAP contract with the owner. Reference Part C, Changes in Lease or Rent on the HAP Contract available on the U.S. Housing and Urban Development's (HUD) website at www.hud.gov.

Termination of the HAP Contract

The HAP can terminate for any of the following reasons:

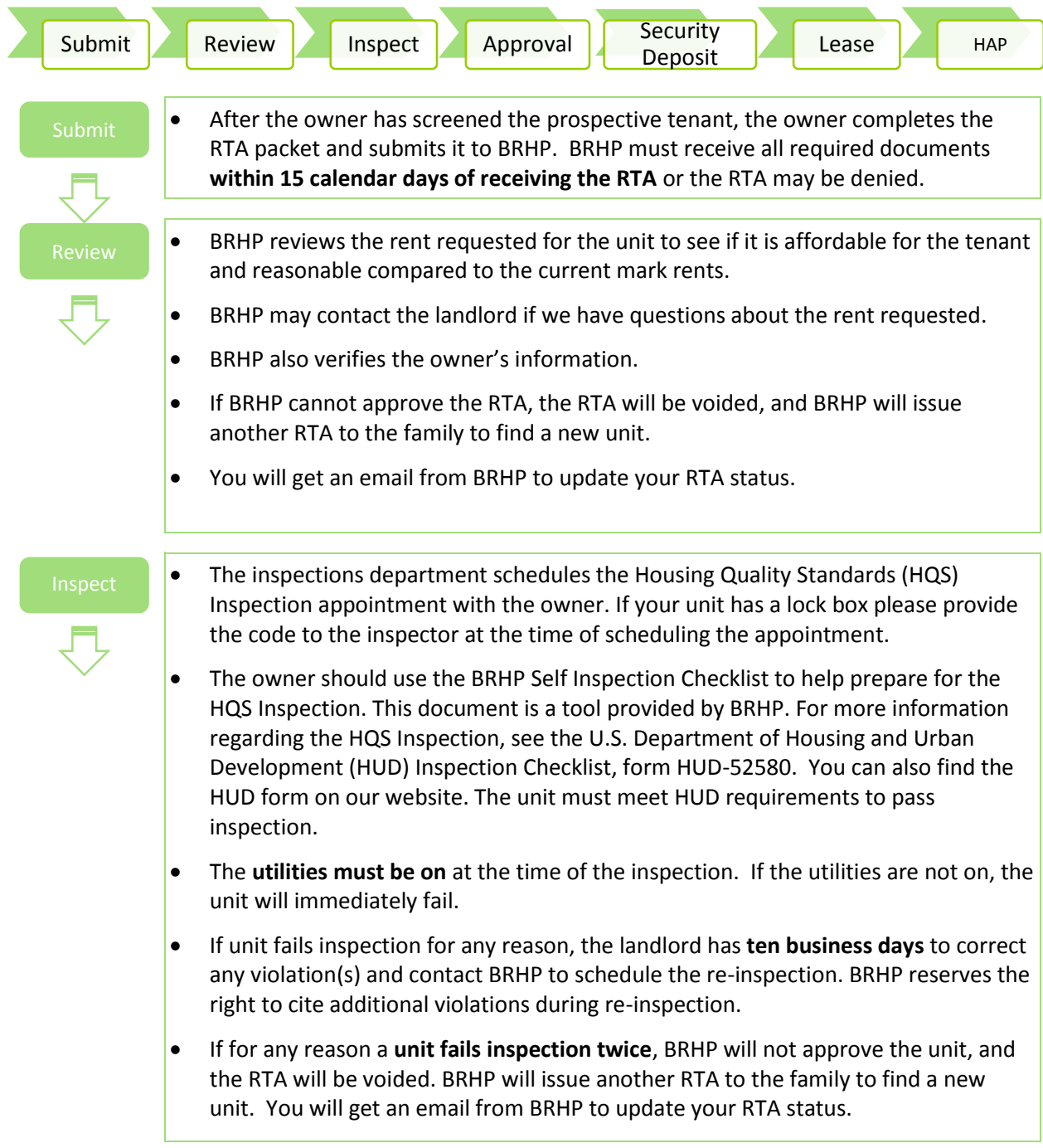
- The lease is terminated
- BRHP terminates the HAP contract

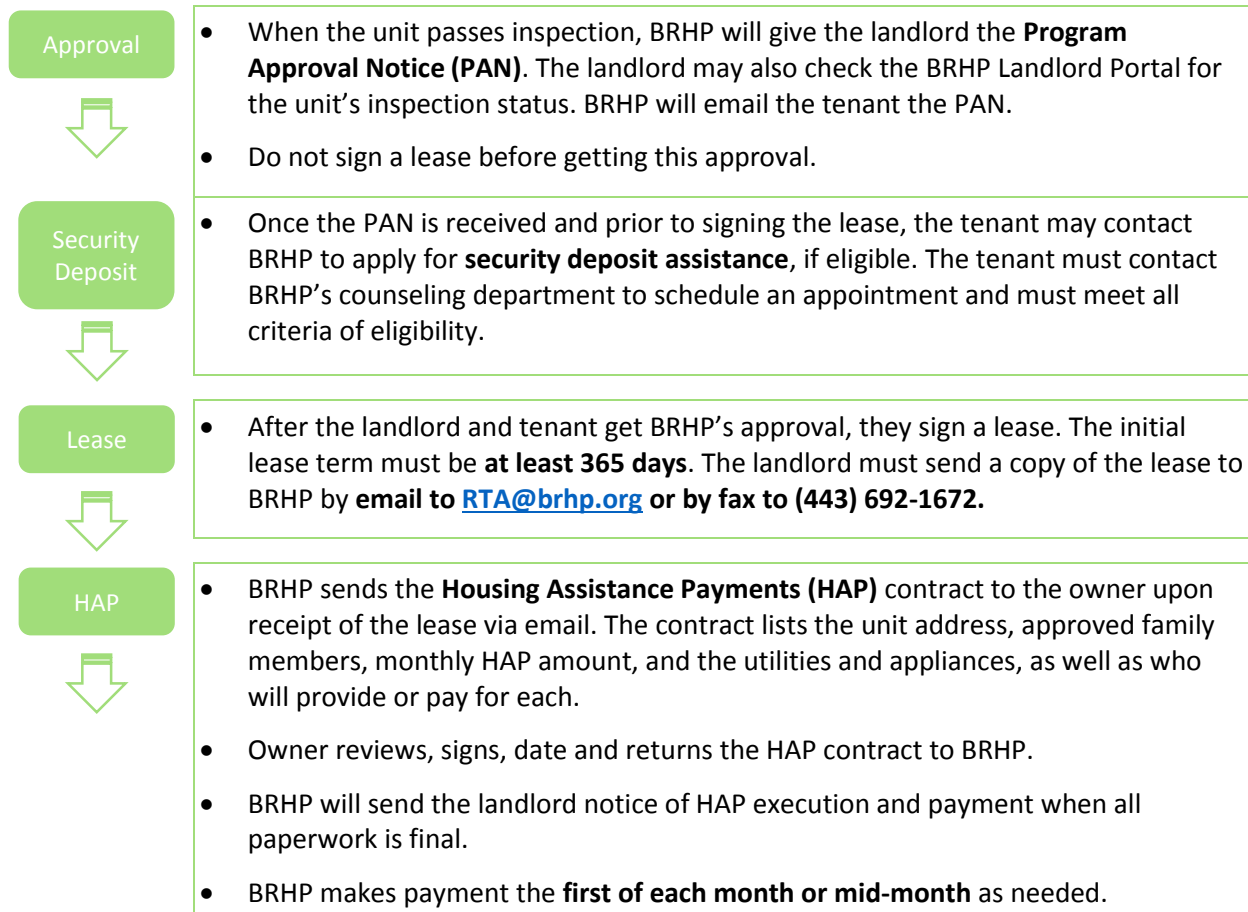
- BRHP terminates assistance for the family
- Family moves out

It is the responsibility of the family to contact BRHP and the owner before moving out of the assisted unit. Failure to do this is a breach of the family obligations with BRHP.

STEPS TO LEASING

In order to successfully lease your unit with one of our families, the following steps must take place:





SCREENING YOUR PROSPECTIVE TENANT

The owner is responsible for performing all management and rental functions for the assisted unit, including:

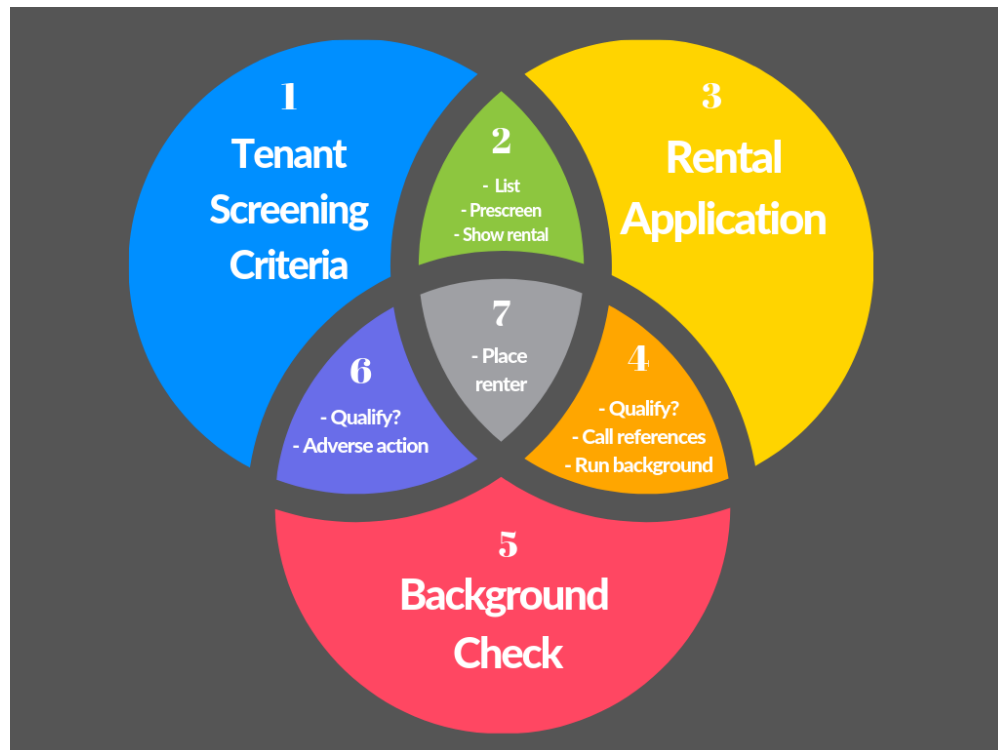
- Selecting a voucher-holder to lease the unit
- Deciding if the family is suitable for tenancy of the unit

BRHP has **no liability or responsibility** to the owner or other persons for the family's behavior or suitability for tenancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit.

The owner is responsible for screening of families on the basis of their tenancy histories. An owner may consider a family's background with respect to such factors as:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Criminal activity
- Compliance with other essential conditions of tenancy.



SELF-INSPECTION CHECKLIST

Use this **Self Inspection Checklist** to help prepare for your **Housing Quality Standards (HQS) Inspection**. Please note, your unit **must met HUD requirements** in order to pass inspection. Feel free to make copies of this document to have on-hand to prepare for each inspection. For additional information regarding the HQS Inspection, see the U.S. Department of Housing and Urban Development (HUD) Inspection Checklist, form HUD-52580. You can download the checklist on our website or scan this QR code:



Can You Answer “Yes” to These Questions?

ELECTRICAL	Do all fixtures and outlets work with at least 2 outlets per room or one outlet and one light fixture per room?
	Is there lighting in the common hallways and porches?
	Are all outlets, light switches, and fuse boxes properly wired and properly covered with no cracks or breaks in the cover plates or doors?
	Are light or electrical fixtures securely fastened without any hanging or exposed wires anywhere the tenant has access?
HVAC	Have you arranged for all utilities to be on the day of the inspection?
	Is there adequate heat in all living spaces?
	Does the hot water tank work?
	Does the hot water tank have an extension pipe? Is it within 6” of the floor?
	Do the radiators function with no leaks?
	We must have access to all HVAC equipment and water heaters, even if it is not in the inspected unit.
BATHROOM	Is the toilet securely fastened with no leaks or gaps?
	Does the sink have hot and cold running water, proper drainage, and no leaks?
	Do the bathtub and shower have hot and color water, proper drainage, and no leaks?

	Is the bathroom vented with either an exterior window or exhaust fan?
	Is bathroom free of any sewer odor or drainage problem?
	Do all doors lock securely?

Can You Answer “Yes” to These Questions?

KITCHEN	Does the sink have hot and cold running water, proper drainage, and no leaks?
	Does the stove have a hand-operated gas shut-off valve?
	Do all burners on the stovetop ignite, does the oven work, and are all knobs present?
	Are refrigerator and freezer large enough for the family occupying the unit?
	Do the refrigerator and freezer cool properly?
UNIT INTERIOR	Are walls free of air and moisture leaks, large holes, and cracks?
	Are ceilings free of air and moisture leaks, large holes, and cracks?
	Are floors free of weak spots or missing floorboards?
	Are floors free of tripping hazards from loose flooring or covering?
	Are cabinets securely fastened to the wall?
	Is there space for food preparation and storage?
	Are all doors securely hung?
	Is there free and clear access to all exits?
	Are there deadbolt locks on entry doors to the unit? Do they open with a key from the outside and a knob and or latch from the inside?
	Is entrance and exit doors solid core?
	Do the first floor windows, those opening to a stairway fire escape, or landing have locks?

	In units where there are fuel burning appliances, such as a furnace, hot water heater, fire places, etc., is there a working carbon monoxide detector within 40 feet of sleeping areas?
	Is there a carbon monoxide detector present for buildings with centralized gas-fired boiler heating units?
	All Counties and Baltimore City: Are there working smoke detectors on each level of the unit? Baltimore County Only: Smoke detectors are required to be hard-wired and interconnected from the basement to all sleeping area hallways. All other floors can be battery operated. Howard County Only: Smoke detectors are required in each bedroom and on each floor.
	Is each smoke detector installed on the wall between 4" and 12" below the ceiling? Are smoke detectors installed within 15ft. of each sleeping area?

Can You Answer "Yes" to These Questions?

EXTERIOR	Is there at least one exterior window in each bedroom and in the living room?
	Do windows open, close, and lock properly? Are there screens in every window? Is there at least one screen in every room if there is no central air?
	Is the unit free of any cracked, broken, or leaky windows?
	Is the sill no more than 44" from the ground?
	Are there two forms of egress present?
	Is the roof free of leaks?
	Are gutters clear of debris and firmly attached?
	Are exterior surfaces in a condition that would prevent moisture leakage and rodent or pest infestation?
	Is the chimney secure? Is the flue tightly sealed with no gaps?
	Is the foundation sound?
	Are openings around doors and windows weather-tight?
	Are sidewalks free of tripping hazards?
	Are all handrails properly secured?

STAIRS & RAILINGS	Is a handrail present when there are 4 or more steps?
	Are stairs free of any loose, broken, or missing steps?
	Are stairways free of any tripping hazards?
	Are there secure railings on porches, balconies, and landings 30" high or higher?
CLEANLINESS	Is the unit free of debris inside and outside of unit?
	Is the unit clean and ready for move-in?
	Is the unit free of any evidence of insect or rodent infestation inside and out?
	Is the unit free of any evidence of mold or mildew?
LEAD	Is the unit free of chipping, peeling, flaking, chalking, or cracking painted surfaces: walls, windows and wells, doorframes, ceilings, porches, garages, fences or play equipment?
	Is the unit built before 1978 and do you have a Maryland lead inspection certificate? You must have a new lead inspection certificate at each change of occupancy.
*	Howard and Baltimore County: Are you able to submit a rental license?

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KNOW YOUR HAP CONTRACT

What is HAP?

The **Housing Assistance Payment (HAP)** is the subsidy payment BRHP will make on behalf of the family each month the family is assisted. The HAP Contract is the agreement between BRHP and the owner for payment. This binding document explains both party's rights and responsibilities for the HAP. The owner has an agreement with the family (the lease), BRHP has an agreement with the family (the voucher), and BRHP has an agreement with the owner (the HAP Contract). When there is a conflict between a lease and a HAP contract, the HAP Contract supersedes.

Sections of the HAP Contract

Part A of the HAP contract lists the household members, initial lease term, the contract rent, and the initial HAP to owner. The owner must inform BRHP if household composition changes, must not change the contract rent during the initial lease term, and should know the HAP is subject to change in accordance with HUD requirements.

What are the Owner's Responsibilities Listed in the HAP Contract?

- The owner agrees to screen the family for suitable tenancy
- The owner agrees to maintain the unit in accordance with the Housing Quality Standards (HQS)
- The owner agrees to only credit the HAP toward the monthly rent
- The owner agrees to not change the contract rent or utility responsibility during the initial lease term
- The owner agrees not to accept any money for rent other than the HAP and family rent share
- The owner agrees to request a rent increase at least 60 days in advance of the date the increase will become effective. The new contract rent amount must be redetermined and approved by BRHP.
- The owner may not have a conflict of interest or breach the HAP Contract
- The owner must comply with the Violence Against Women Act (VAWA)
- The owner agrees to only terminate the lease for serious or repeated violations of the lease or other good cause described in the HAP Contract

When Will the HAP Contract End?

The HAP Contract can end if the landlord or tenant terminates the lease, if the family moves out of the unit, if the family violates the terms of the voucher, if the family size changes so the unit

size is no longer adequate, or if the sole occupant passes away. The HAP Contract will also terminate if the unit does not meet HQS in a timely manner.

What is Abatement?

BRHP inspects the family's home **once every 2 years**. BRHP's Inspectors are certified in HQS training to observe and identify potential safety violations. BRHP Inspectors will assign the responsibility for repair to the owner or family based on Department of Housing and Urban Development (HUD) guidelines. Violations assigned to the owner must be resolved in **30-45 days**, emergency violations must be resolved in **24-hours**. Unresolved violations will cause the HAP to stop on the **first of the month** following the reinspection. No HAP will be paid while the unit has violations the owner is responsible for repairing. If the unit is subsequently reinspected in the month of the abatement and passes inspection, payment will begin again from the date of the passed inspection. The owner will not receive a retroactive HAP.

SECURITY DEPOSIT

Determining Security Deposit

The owner is responsible for determining the amount of and collecting a security deposit from the tenant. Under Maryland landlord-tenant laws, a landlord may charge a tenant **up to two month's rent** as a security deposit. The amount of security deposit should be determined by the owner during the screening process.

Assistance with Security Deposit

- BRHP provides a benefit to help participants meet the cost of moving to private housing in an opportunity area. Applicants are allowed one Security Deposit Assistance while on the program.

Families must meet the following conditions to apply:

- The home must be in an Opportunity Area
- The landlord must approve the participant for the unit
- The unit must pass inspection
- The applicant cannot owe the Housing Authority of Baltimore City (HABC) any money
- The applicant cannot owe a balance to their current landlord
- The applicant cannot owe BRHP any money for any reason
- If approved, the applicant must have their portion of \$500 towards the security deposit. The applicant will be responsible for any security deposit amount that is over one month's rent.

BRHP Payment of Security Deposit

BRHP pays the Security Deposit Assistance directly to the landlord after:

- BRHP provides you and our participant with approval to move-in
- Prior to signing the lease our participant applies and is approved for security deposit assistance

Our participant has signed the lease and received the keys to the new home

- BRHP and the landlord have both signed the Housing Assistance Payment (HAP) Contract

Payment in the form of a check will be delivered to the landlord by United States Postal Service (USPS) mail.

Security Deposit Return

Maryland law requires the owner to return security deposit **within forty-five (45) days** of the tenant vacating the home. The owner can use the security deposit in accordance with the lease as reimbursement for unpaid rent, damages to the unit, or for other amounts the tenant owes.

The owner must provide the tenant a written list of all items charges against the security deposit and the amount of each item **within 45 days** of the tenants vacate date. The owner is responsible to refund the tenant for any unused balance of the security deposit promptly.

If the security deposit does not cover the costs of unpaid rent, damages to the unit, or other amounts the owner may seek to collect the balance owed from the tenant.

PREVENTATIVE MEASURES TO ENSURE A SUCCESSFUL TENANCY

Be Proactive

BRHP encourages landlords to stay engaged with their tenant by being proactive in the upkeep of their rental property by conducting the following:

- Conduct a move-in walkthrough with families on the move-in date.
- Advise new tenant about maintenance expectations, including such items as periodic checks for running toilets, especially in bathrooms which are infrequently used, how to use shut-off valves for sinks and toilets, changing air conditioner filters, and yard maintenance.
- Visit the unit within the first 30 days of the move in to determine how well it is being maintained. Identifying and addressing maintenance issues early on can prevent damages that sometimes result in costly repairs.
- Give the new tenant a housewarming gift pack which includes a broom, mop, mop bucket, floor cleaner, stain remover for carpet, oven cleaner, and air conditioner filters.
 - Two important things are accomplished by providing the tenant with a housewarming gift pack. First, it conveys an unmistakably clear message that the landlord wants the unit to be well maintained; and second, it helps to establish a good rapport, because the landlord gifted the tenant.
- Be an active landlord! Stay in communication and respond promptly to tenant requests. Visit the unit at least twice a year to determine how well it is being maintained. Check for things like leaking faucets, leaks under sinks, running toilets, clean air conditioner filters, signs of leaks in ceilings on all floors, working smoke/carbon monoxide alarms, etc.
- Seek assistance from BRHP before any issue becomes too big to resolve.

SUCCESS!

Yours in Partnership

Your Dedicated Point of Contact

As a valued partner with the Baltimore Housing Mobility Program, we are here to support you in a successful tenancy. Our dedicated **Landlord Relationship Specialist** is here to assist you through the process and address any concerns. They can be reached at **(667) 207-2114**.

Your Online Hub

Visit the **property partner section** of our website at <https://brhp.org/property-partners/> for more information on how to list your property, forms and resources, project-based forms, development information and opportunities, and a landlord portal once you become an official property partner with BRHP. You will also find **Frequently Asked Questions** in this section.



For more information on your responsibilities as a property partner in our program, please refer to our **Administrative Plan**, found under the **Administration section** of our website at <https://brhp.org/about/administration/>. In this section, you can also learn more about our history and team.



Your Partner

We welcome you to **speak with our dedicated team in-person**. We encourage feedback, so that we can best serve you, our partner, and ensure our partnership is strong. We are conveniently located in downtown Baltimore, right near the Inner Harbor. Our address:

Baltimore Regional Housing Partnership
20 South Charles Street, 8th Floor
Baltimore, Maryland 21201
410-223-2222

