

# **A DAY IN THE LIFE OF THE HOUSING CHOICE VOUCHER PROGRAM**

*COMMUNICATING WITH THE LANDLORD*

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## **CONSEQUENCES OF DECLINING LANDLORD PARTICIPATION**

- Fewer affordable housing opportunities for voucher holders
- Can affect the PHA's utilization rates
- Can cost the PHA in time and resources
- Negative affect to recruit new landlords

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## **RETENTION & RECRUITING**

### **STRATEGY GOALS**

- Improve landlord support
- Improve communication
- Clarify and improve the consistency of inspection procedures and scheduling
- Improve tenant-landlord relations
- Reduce landlord burden in tenant-caused damages
- Reduce lease-up delays leading to lost rental income
- Improve understanding of affordability and rent reasonableness
- Increase rent competitiveness
- Minimize bureaucracy
- Attract new landlords

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## **IMPROVE CONSISTENCY OF INSPECTIONS PROCEDURES AND SCHEDULING**

- Inspections guidance for landlord
- Consistent inspections
- Inspections scheduling
- Administrative flexibilities for inspections
- Inspections technology
- Administrative flexibilities
- PHA collaboration

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# NSPIRE & THE LANDLORD

Tools & Tips for your Agency  
and Your Owners

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## NSPIRE BASICS

- Prioritizes health, safety, and functionality over appearance
- Updates the UPCS inspection model, which is over 20 years old
- Focus is on areas that IMPACT the resident
- Aligns property standards across all HUD-assisted properties
- Adds the goal of incorporating resident feedback

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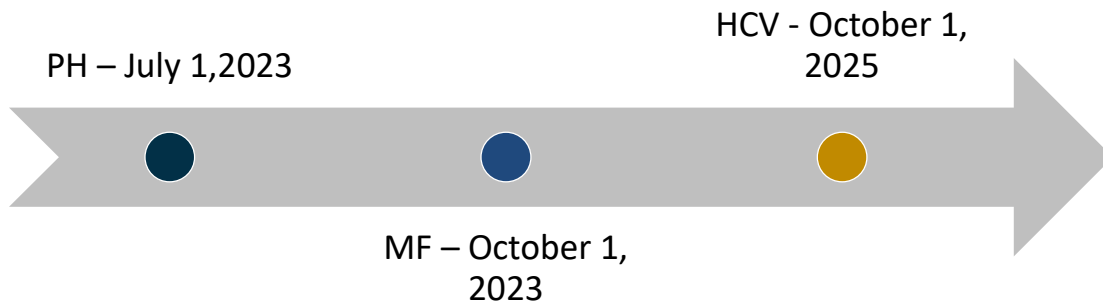
## NSPIRE BASICS

- Specifies the manner and timeframe for the remediation of Health & Safety (H&S) deficiencies
- Requires annual self-inspections and reporting
- Revised scoring approach to better promote the objectives of NSPIRE
- Focus of scores moving away from cosmetics
- Maintains 100-point scale from the UPCS protocol

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## NSPIRE COMPLIANCE/EFFECTIVE DATES



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## INSPECTABLE AREAS

Reduced from 5 to 3

- ✓ Inspectable areas under UPCS → condensed into 3
- ✓ Everything is still inspected, just with different priorities
- ✓ Heavy focus on units and impact to the resident

**!! IF YOU FAIL UNITS, YOU FAIL THE INSPECTION !!**

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## INSPECTABLE AREAS



Photos By: HUD Flickr

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## DEFICIENCIES RATIONALES

Health & Safety – make up most of the NSPIRE rationales because they focus on elements that impact resident safety and habitability

- ✓ Function and operability
- ✓ Condition and appearance
- ✓ Maintenance
- ✓ Structural

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## DEFICIENCIES

- Objective deficiency criteria
- Simplified scoring model
- Criticality levels do not exist within NSPIRE
- Vast majority of inspectable items remain unchanged

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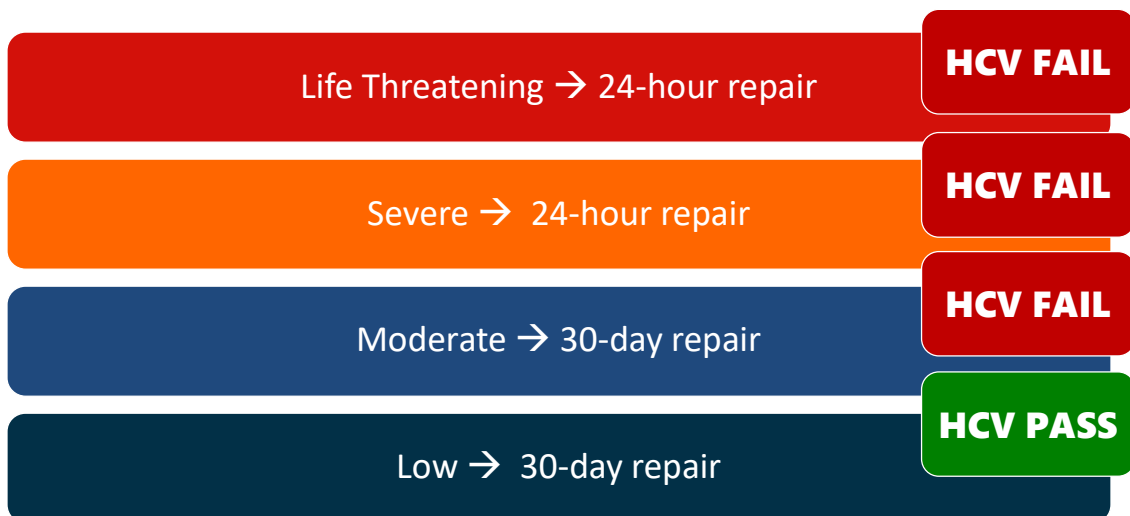
## DEFICIENCIES

- Compilation bulletins and non-industry standard (NIS) does not apply to NSPIRE standards
- Duplicate defects only impact the score ONCE per inspected unit
- Tenant-owned items that are not considered a component of the unit should not be cited

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## DEFICIENCIES



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## **! NEW ! AFFIRMATIVE REQUIREMENTS**

- Basic requirements of habitability
- Non-scoring until at least 10/01/2024
  - ✓ Fire doors – all defects, all locations
  - ✓ Electrical GFCI – unprotected outlet by a water source
  - ✓ Guardrail – all defects, all location
  - ✓ HVAC – temp requirements; heat source damaged in summer
  - ✓ Interior lighting – at least 1 PILF not present (kitchen/bath)

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## **LANDLORD MEETINGS/BRIEFINGS**

- NSPIRE will affect your landlords. Prepare them!
- Go over changes between HQS and NSPIRE
  - ✓ They won't know the "lingo." Use examples and tools
    - From HQS to NSPIRE Reference sheet
    - HUD's Landlord Resources webpage: [PIH HCV Landlord Resources | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#)
- Leave time for questions

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## **REQUEST FOR TENANCY APPROVAL FORMS**

→ Need this to

- ✓ Determine Rent Reasonableness
- ✓ Determine affordability (40% Rule)
- ✓ Help determine Utility Allowance
- ✓ Schedule Inspection
- ✓ Ensure compliance with other program measures

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## **RFTAs**

### INCOMPLETE/INCORRECT FORMS LEAD TO...

- Additional administrative burdens
  - ✓ Contact with owner for clarification
  - ✓ Appointment scheduling
  - ✓ Multiple RFTA reviews per family
  - ✓ Potential for need to issue new/more vouchers or extend current ones

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## **RFTAs**

### INCOMPLETE/INCORRECT FORMS LEAD TO...

- Time the unit cannot be filled
  - ✓ Loss of \$ for owners
  - ✓ Frustration with "all this paperwork"/ "red tape"
  - ✓ Lead to eventual loss of potential/current landlords
- Longer success rates or lack of success
  - ✓ More time families are going without assistance

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# THE CONFUSED LANDLORD & THE INCOMPLETE RFTA

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## COMMUNICATION PIECES

- Best practice to allow owner to bring RFTA to PHA
  - ✓ Take time to answer owner questions when possible
    - Make sure staff that might need to answer questions understand the form
- Hold Landlord Briefings/Meetings/Sessions
  - ✓ Can be short; discuss common RFTA errors

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## COMMUNICATION PIECES

- Have FAQs or “helpful information” for owners on your website
  - ✓ Biggest error areas are usually the Utilities and Appliances table, that comparable unassisted housing section, and sometimes the structure type
  - ✓ Remind them to bring an UNEXECUTED copy of the lease

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# LANDLORD ASSISTANCE THROUGHOUT TENANCY

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## RENT INCREASE REQUESTS

### PER THE TENANCY ADDENDUM PART 18.D.

“The owner must notify the PHA of any changes in the amount of the rent to owner **at least sixty days before any such changes go into effect**, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.”

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## COMMUNICATION PIECES

→ Be sure to use this as a benefit to working with the program

### Educate your LLs

- They must give a 60-day notice to the tenant and must give you a copy to ensure the increase meets rent reasonableness
  - Have to give family a 30-day notice of any increase
  - Written notice to owner and family of approval or denial is required
- Remind them at the annual that they may request this
- Using your policy, let them know how often they may request an increase
- Make this a talking point in your landlord briefings

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## COMMUNICATION PIECES

### **THESE NEED ADDRESSED QUICKLY!**

- ✓ This is not a “set aside until I have nothing else to do” item
- ✓ Keep your promise and keep your landlord

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## OTHER LL EDUCATION POINTS

### HAP Contract

- ✓ Do you have some common HAP Contract infractions?
  - LL meetings
  - Q&A sessions
  - FAQ page on your website

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## OTHER LL EDUCATION POINTS

### Remind them of the PHA and LL partnership

- ✓ Damages to the unit? Family portion of rent past due? Other lease issues?
  - Triangular relationship
  - Helping them helps everyone: if we can stop an eviction process then everyone is better off
  - Also makes for educated and better renters

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## OTHER LL EDUCATION POINTS

### HAP Abatement and Terminations

- ✓ Knowing what to expect for inspections is key
- ✓ Helpful if they do their own inspection beforehand
- ✓ A good idea for them to be there during our inspection when possible
- ✓ A Common Fails list on your website

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## OTHER LL EDUCATION POINTS

### HAP Abatement and Terminations (continued)

- ✓ Walk them through the process
  - Yes, you have to send written notifications throughout for abatement and termination but verbally let them know the process as soon as you are aware of a failing inspection item. This is why it is helpful for them to be present during the inspection.
  - How can they make sure HAP isn't abated? If it is abated, what can they do? How can they prevent termination?
  - If your agency withholds HAP, what is the difference between withholding and abatement? How does this affect the owner?

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