

## **SECTION 8 VOUCHER LANDLORD INFORMATION**

Thank you for your interest in our Section 8 Voucher Program. Enclosed you will find information regarding our program. Also included in this packet is a sample of the Vancouver Housing Authority's Contract. We hope this information answers your questions and tells you a little about our Section 8 Voucher program. Please do not hesitate to call or e-mail us if you have any further questions or concerns. Also, please be sure to check out our web site for additional information [www.vhausa.com](http://www.vhausa.com).

Vancouver Housing Authority 360-694-2501

The Section 8 Voucher Housing Assistance Program was designed to help low income families rent decent, safe and sanitary housing. The landlord provides a lease to the Housing Authority or may choose to use the Housing Authority's model lease. If the landlord uses their lease the lease must meet the following criteria:

- The initial term is for at least one (1) year. Month-to-month rental agreements are not allowed, however the lease may provide for continuation after the first year on a month-to-month basis.
- The lease specifies the name of the owner and the tenant, the unit address, the monthly rent amount, and which utilities and appliances are provided by the owner and which the tenant must provide.
- The Housing Authority will determine the start date of the lease based on when the unit passes inspection.
- If the landlord chooses to give rent concessions in the lease, the concession may not be in the form of first month's rent free. The concession must be amortized over the lease term.
- If the tenant is leasing-in-place (already lives in the unit), the landlord must agree to enter into a new lease with a start date determined by the Housing Authority.
- The lease approved by the Housing Authority must be the only lease agreement between the tenant and the landlord.

After the unit passes inspection the VHA will prepare lease documents, including the HUD required Tenancy Addendum and Housing Assistance Payments (HAP) Contract (these documents are attached to this information), and make these documents available for execution. Housing assistance payments will not begin until the unit has passed inspection and the lease and contract have been signed.

### **SELECTION OF A TENANT**

The selection of good tenants is one of the most crucial decisions that landlords face. A tenant who pays their rent on time and who believes in the quiet enjoyment of his or her rental home is an asset. Finding the ideal tenant is often easier said than done and requires careful screening. Understanding the difference between your role as the landlord and our role as the Housing Authority may help you in making the perfect choice.

A participant may not rent a unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of a member of the participant's family. An exception to this rule may be approved if renting the unit would provide a reasonable accommodation for a person with disabilities.

**Families who qualify for a Section 8 Voucher are merely eligible participants and have not been screened for suitability.** It is often misunderstood by the landlord that the Housing Authority screens tenants for such things as past rental history. This is not the case. The Housing Authority only screens applicants based on the following criteria.

1. An applicant must meet the income requirements for their family size. Income limits are set at 30% of the area median income and above based on the number of family members.
2. An applicant cannot have committed any fraud or cannot currently owe money in connection with a federal housing assistance program.
3. An applicant has not been convicted of manufacturing or producing methamphetamine in a public housing development or in a Section 8 assisted property.
4. An applicant does not have a lifetime registration under a state sex offender registration program.

Landlords are not only permitted to screen applicants, they are encouraged to screen the backgrounds of a family for such things as:

1. Payments for rent and utilities;
2. Caring for a unit and premises;
3. Respecting the rights of others to the peaceful enjoyment of their housing;
4. Drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others;
5. Compliance with other essential conditions of tenancy.

To assist in this process, the Housing Authority can provide a landlord with the name and address of the prospective applicant's current landlord and the name and address of the previous landlord (if known).

As you can see, the Housing Authority is limited in its ability to help you in screening tenants, so it is up to you to select a suitable family from the pool of those interested in your unit. It is not an easy task, and for this reason, we hope the tenant you choose is a good one.

## **INSPECTIONS**

Tenants locate their own units. Before an applicant can be assisted in a unit, the unit must pass a Housing Quality Standards inspection. The following is a list of items that frequently cause a

unit to fail on an inspection for the Section 8 program. The key words to remember are that a unit must be decent, safe, and sanitary.

1. Rotten or soft sub-floor around tub, toilet, sinks, or laundry area.
2. Heavy mold on windows, sills, shower, or tub areas.
3. Peeling chipping paint on the inside and/or the outside of the unit.
4. Missing, cracked or broken electrical outlets or switch plates.
5. Cracked or broken windows and/or poor door weather-stripping.
6. A hot water tank with an improper relief valve or a valve without a vent pipe.
7. Windows or access doors that do not have working locks.
8. Broken heaters and/or no thermostat control knobs.
9. Ripped or loose carpet or vinyl that is a tripping hazard.
10. Signs of leaks in walls or ceilings.
11. Trash or garbage around the unit.
12. Lack of refrigerator or working oven/range.
13. No covered garbage can.
14. Three or more steps with no handrail.
15. Unsafe and/or falling down fences.
16. No power or water to unit.
17. Each unit must include at least one smoke detector, in proper working condition, on each level of the unit.
18. Looped strings/chains on window drapes/blinds.

### **LEAD BASED PAINT**

The Department of Housing and Urban Development has implemented new regulations regarding lead based paint in units built prior to 1978 where children under 6 years old reside or may reside in the future. Inspectors are required to inspect for deteriorated paint (where surfaces are peeling, cracking, chipping or chalking) in these units. If deteriorated paint is found, then the unit can not pass inspection until the owner obtains a Clearance Report from a Certified Lead Inspector. Because obtaining the report can be time consuming and expensive, owners are strongly advised to inspect their property and take care of any deteriorated paint **prior** to the inspection. You can obtain more information about lead based paint hazards and safe work practices at [www.hud.gov/offices/lead](http://www.hud.gov/offices/lead).

### **SECURITY DEPOSITS**

The amount of security deposit a landlord can collect from the tenant is determined by the landlord. The security deposit for assisted tenants may not exceed security deposits for non-assisted tenants, or what is common practice in the private rental market. The security deposit is paid by the tenant and is 100% refundable unless there are itemized charges for unpaid rent, damages and/or cleaning beyond normal wear and tear.

A reasonable pet deposit or fee may be collected in addition to the security deposit. The pet fee need not be refundable.

## **RENT**

Contract Rent is the maximum amount the owner can collect from the VHA and the tenant. A landlord cannot collect any money other than that specified in the lease and lease amendments.

Three factors determine Contract Rent:

- a. Federal regulations require that the inspector certify that the rent amount is reasonable. To determine reasonableness, the inspector will compare the unit to non-assisted units with similar location, amenities, size, age, services, etc.
- b. The tenant's rent must be affordable according to his income, the VHA may also disapprove a lease if it is determined that the tenant would be paying more than 45% of their monthly income for rent.
- c. The owner must notify the VHA of any changes in the amount of the rent to the owner at lease sixty days before any such changes go into effect, and the amount of rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or re-determined by the VHA in accordance with HUD requirements.

The VHA Housing Assistance Payment (HAP) is paid directly to the landlord. Payment is made the first of every month. The first check issued only after signatures have been obtained. The tenant payment is collected by the landlord.

## **DAMAGE AND RENT GUARANTEE**

The Vancouver Housing Authority does not reimburse landlords for any damages to the property as a result of a Section 8 tenant unless the contract with the tenant was entered into prior to October 1, 1995. Landlords may collect security deposits sufficient to protect their business interests.

## **TERMINATION OF LEASE**

Landlords and tenants must comply with both the terms in their lease and Washington State landlord/tenant laws. During the term of the lease the landlord can only terminate the lease for something the tenant did or failed to do. You must provide proper notice to the tenant as required by State law, and may only evict through court action if the tenant fails to move when stipulated in your notice.

## **INFORM THE VHA**

The landlord must give the VHA WRITTEN copies of all notices such as:

- a. Changes of name, address and telephone number.
- b. Sale of property and new owner's name, address and telephone number.
- c. Change of property management.

**In addition, the landlord must inform VHA immediately if the family vacates the unit.**

## **PERIODIC REVIEWS AND INSPECTIONS**

Annually the VHA reviews the family composition and financial eligibility of each Voucher holder and reinspects the unit. Assistance will not continue if the family is no longer eligible, or if the unit fails inspection and required maintenance is not completed.

At other times the VHA will conduct a review if there is a change in family circumstances. These reviews may affect tenant rent and/or continued occupancy of the unit.

## **PROGRAM ABUSE**

There are three major kinds of program abuse by **landlords**:

1. Collecting Extra (“side”) Payments from the Section 8 tenant. The lease you have with your tenant and the Section 8 contract you have with the VHA specify the amount of rent you may collect from the tenant. Collecting any rent in excess of these amounts can be considered fraud.
2. Collecting Housing Assistance Payments for Units not Occupied by Section 8 Tenants. When your tenant moves out you need to notify the VHA immediately. Collecting rent on vacant units or units occupied by persons other than the Section 8 family is owner fraud.
3. Bribing VHA Employees or Others to certify substandard units. Housing Authority employees may not accept any gifts or special considerations from tenants or landlords.

The major types of abuse of the program by the **tenant**:

1. Not reporting changes in family income, and household composition or not supplying the VHA with all information required.
2. Allowing people not listed on their lease to live with them.
3. Not complying with all Move-To-Work procedures and requirements (the elderly and disabled are excluded from this program).
4. Committing serious or repeated violations of the Section 8 Voucher Lease.
5. Participating in illegal drug or violent criminal activity.
6. Subleasing or transfer the unit to another family or individual.
7. Damaging the unit or premises (other than ordinary wear and tear) or permit any guests to damage the unit or premises.

**FROM CERTIFICATION TO ASSISTANCE UNDER  
THE SECTION 8 VOUCHER PROGRAM**

1. The applicant is interviewed to determine eligibility.
2. If determined eligible, the applicant is issued a voucher.
3. The voucher holder (applicant) is given 60 days to find appropriate housing. Two 30 day extensions are available under certain circumstances, such as a reasonable accommodation to accommodate a person's disability.
4. After finding appropriate housing, the voucher holder submits the Request for Tenancy Approval to the VHA office with:
  - a) The address of the unit
  - b) The landlord's name
  - c) The landlord's phone number
  - d) The rent amount
  - e) A list of the utilities the tenant must pay in addition to rent
  - f) Completed lease, but not dated or signed if owner has chosen to use his lease.
5. The Intake Specialist contacts the landlord and obtains information to initiate an inspection.
6. The Intake Specialist then sends an inspection request to the Housing Inspector.
7. The Housing Inspector calls and sets an appointment to inspect the unit.
8. If the unit passes Housing Quality Standards, the Inspector reports to the Intake Specialist. If the unit fails inspection, the landlord is notified of the Required Maintenance. He can:
  - a) Make repairs required to bring the unit up to standards, or,
  - b) Not repair the unit (not participate in the program). If the landlord chooses not to participate, the voucher holder **still** has the remainder of the 60 days to find another unit.
  - c) Assistance will not begin until the unit passes inspection.
9. The Lease Documents are made available for execution. This process may take up to two weeks to complete after the unit passes Housing Quality Standards.
10. The Vancouver Housing Authority contacts the landlord and tenant in writing with an appointment to sign the final documents (lease and HAP Contract).
11. Once signatures are obtained, the process is complete and the landlord is mailed the first check. Checks are issued at the beginning and middle of the month with an accounting cut-off date usually 4-7 days earlier.