HOUSING AUTHORITY OF THE COUNTY OF GREENE



A LANDLORDS GUIDE TO THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

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EQUAL HOUSING OPPORTUNITY

YOUR GUIDE TO THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

WHO PARTICIPATES IN THE HOUSING CHOICE VOICHER PROGRAM?

THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM ASSISTS LOW-INCOME HOUSEHOLDS. THE LOCAL PUBLIC HOUSING AGENCY SELECTS FAMILIES FROM A WAITING LIST WHO MEET THE INCOME AND ELIGIBILITY REQUIREMENTS. A PARTICIPATING FAMILY MAY CHOOSE TO REMAIN IN ITS CURRENT UNIT OR MOVE TO ANOTHER.

HOW IS RENTAL ASSISTANCE PROVIDED?

THE HOUSING AUTHORITY CALCULATES THE AMOUNT OF ASSISTANCE EACH FAMILY RECEIVES. THE HOUSING AUTHORITY HAS ESTABLISHED A PAYMENT STANDARD FOR THE BEDROOM SIZE REQUIRED BY EACH FAMILY. THE LEVEL OF ASSISTANCE IS BASED ON THE FAMILY BEDROOM SIZE REQUIRED, TOTAL FAMILY HOUSEHOLD INCOME, AND AMOUNT OF RENT CHARGED BY THE LANDLORD. NORMALLY, A FAMILY WILL PAY 30% OF TEHIR ADJUSTED MONTHLY NCOME FOR REND AND UTILITIES, HOWEVER, DEPENDING ON THE AMOUNT OF RENT CHARGED FOR THE UNIT SELECTED BY THE FAMILY, THE AMOUNT THE FAMILY PAYS COULD BE AS HIGH AS 40% OF THE ADJUSTED MONTLY INCOME. THE REMAINDER OF THE RENT TO OWNER WILL BE PAID BY THE HOUSING AUTHORITY.

WHAT ARE THE LANDLORDS REPONSIBILITIES?

<u>OWNER SCREENING RESPONSIBILITIES</u>

OWNERS ARE NOT ONLY PERMITTED, BUT ENCOURAGED TO SCREEN 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 UTILITIES; CARING FOR A UNIT AND PREMISES; RESPECTING THE RIGHTS OF OTHERS TO PEACEFULLY ENJOY THEIR HOUSING; DRUG RELATED CRIMINAL ACTIVITY OR OTHER CRIMINAL ACTIVITY THAT IS A THREAT TO THE LIVES, SAFETY, OR PROPERTY OF OTHERS; AND COMPLIANCE WITH OTHER ESSENTIAL CONDITIONS OF TENANCY.

<u>PHA'S SCREENING RESPONSIBILITIES</u>

THE PHA HAS PERFORMED A BASIC BACKGROUND CHECK ON INDIVIDUALS WITH SECTION 8 VOUCHERS, HOWEVER IT IS STRONGLY ENCOURAGED FOR LANDLORDS TO PERFORM THEIR OWN BACKGROUND CHECK IN LINE WITH ANY OTHER POTENTIAL TENANTS.

THE PHA MAY PROVIDE THE OWNER WITH THE SELECTED FAMILY'S CURRENT ADDRESS AND THE NAME AND ADDRESS (IF KNOWN) OF THE LANDLORDS AT THE FAMILY'S CURRENT AND PRIOR ADDRESS. IN ADDITION, THE PHA MAY OFER OTHER INFORMATION IN ITS POSSESSION REGARDING THE FAMILY, SUCH AS INFORMATION ABOUT TENANCY HISTORY OF FAMILY MEMBERS, OR ABOUT DRUG TRAFFICKING BY FAMILY MEMBERS OR INFORMATION REGARDING AN OUTSTANDING REPAYMENT AGREEMENT WITH THE PHA OR ANY OTHER HOUSING AUTHORITY.

THE LANDLORD MUST PROVIDE A WRITTEN REQUEST FOR THIS INFORMATION INCLUDING A SELF-ADDRESSED STAMPED ENVELOPE.

LEASES AND CONTRACTED UNDER THE SECTION 8 PROGRAM ARE EFFECTIVE THE FIRST DAY OF EACH MONTH. THE PHA'S SECTION 8 EXISTING WILL PRO-RATE NUMBER OF DAYS FOR HOUSING ASSISTANCE PAYMENT WHEN A FAMILY MOVES IN. THE PRO-RATED AMOUNTS WILL BE BASED ON A THIRTY (30) DAY PERIOD.

THE TENANT IS REQUIRED TO REPORT ANY AND ALL ADDITION OR DELETIONS IN FAMILY MEMBERS TO THE HOUSING AUTHORITY WITHIN TEN (10) DAYS OF THE CHANGE. ANY ADDITIONS TO THE FAMILY MUST HAVE PRIOR WRITTEN APPROVAL FROM THE LANDLORD (EXCEPT FOR BIRTHS) AT LEAST ONCE EACH YEAR THE TENANT WILL BE REQUIRED TO VERIFY ALL HOUSEHOLD INCOME AS WELL AS FAMILY MEMBERS, AN ALLOW A HOUSING AUTHORITY REPRESENTATIVE TO COMPLE AN INSPECTION OF THE RENTAL UNIT.

THE LANDLORD MUST ABIDE BY THE SIGNED LEASE, STATE AND LOCAL LAWS, AND THE REQUIREMENTS SET FORTH BY THIS OFFICE TO CONTINUE RECEIVING RENTAL ASSISTANCE PAYMENTS THROUGH THE HOUSING VOUCHER PROGRAM.

ARE THERE RENT LIMITS IN THE HOUSING CHOICE VOICHER PROGRAM?

YES, THERE ARE RENT LIMITS, AND THE OWNER IS EXPECTED TO CHARGE A REASONABLE MARKET RENT FOR THE UNIT BASED UPON ITS SIZE, LOCATION, AND AMENTITIES. THE AMOUNT OF RENT TO BE CHARGED, PLUS THE UTILITY ALLOWANCE, MUST BE REASONABLE AND COMPARABLE WITH SIMILAR RENTAL UNITS IN THE AREA. THE AMOUNT OF RENT CHARGED DOES NOT NECESSARILY HAVE TO BE EQUAL TO OR LESS THAN THE HOUSING PAYMENT STANDARD FOR THE VOUCHER SIZE THE TENANT HAS BEEN ISSUED.

CAN I COLLECT A SECURITY DEPOSIT?

THE OWNER MAY COLLECT A SECURITY DEPOSIT FROM THE TENANT. HOWEVER, THE PHA MAY PROHIBIT THE OWNER FROM COLLECTING A SECURITY DEPOSIT IN EXCESS OF PRIVATE MARKET PRACTICE, OR IN EXCESS OF AMOUNTS CHARGED BY THE OWNER TO UNASSISTED TENANTS.

RE-CERTIFICATION, UNIT INSPECTIONS, & CONTRACT RENEWALS

EACH YEAR THE HOUSING AUTHORITY RE-EVALUAES THE FOLLOWING:

***TENANT INCOME, FAMILY COMPOSITION, AND ON-GOING LIABILITY**
***CONDITION OF THE PROPERTY AND LEVEL OF MAINTENANCE**
***WILLINGNESS OF BOTH PARTIES TO CONTINUE IN THE PROGRAM**

TERMINATION OF THE LEASE

IF THE TENANT BECOMES INELIGIBLE FOR ASSISTANCE, THE HOUSING AGENCY WILL CANCEL THE HOUSING ASSISTANCE PAYMENT CONTRACT IT HAS WITH THE LANDLORD AND THE HOUSING AUTHORITY WILL NOT PAY ANY FURTHER HOUSING ASSISTANCE PAYMENTS.

THE OWNER MAY TERMINATE THE LEASE UNILATERALLY ONLY IF THE TENANT VIOLATES THE LEASE, OR FOR OTHER GOOD CAUSE. THE OWNER AND THE TENANT CAN, HOWEVER, MUTUALLY DECIDE TO TERMINATE THE LEASE AT ANY TIME.

IF THE OWNER DECIDES TO SELL THE PROPERTY, THE OWNER MUST CONTACT THE HOUSING AUTHORITY PRIOR TO THE SALE. THE CONTRACT AND LEASE TERMINATE UPON SALE OF THE PROPERTY. HOWEVER, THE HOUSING AUTHORITY AND THE NEW OWNER MAY TRANSFER THE SECTION 8 CONTRACT TO PROVIDE UNINTERRUPTED RENTAL ASSISTANCE FOR THE FAMILY.

IF THE TENANT VACATES THE UNIT IN VIOLATION OF THE LEASE THE LANDLORD MAY RETAIN THE HOUSING ASSISTANCE PAYMENT OF THE MONTH IN WHICH THE TENANT MOVED, AND THE LANDLORD MAY ALSO KEEP THE SECURITY DEPOSIT FOR ANY UNPAID RENT AND DAMAGES CAUSED BY THE TENANT. THE LANDLORD MUST GIVE AN ITEMIZED LIST OF ALL CHARGES THAT ARE SUBTRACTED FROM THE SECURITY DEPOSIT. IF THERE IS ANY UNUSED BALANCE OF SECURITY DEPOSIT, THE OWNER MUST REFUND IT TO THE TENANT. IF THE SECURITY DEPOSIT COLLECTED IS INSUFFICIENT TO COVER THE CLAIMS, THE OWNER MUST DEAL DIRECTLY WITH THE TENANT TO NEGOTIATE AND COLLECT THE AMOUNT DUE. STATE AND LOCAL LAWS SHALL GOVERN THE RIGHTS AND RESPONSIBILITIES OF OWNER AND TENANTS REGARDING SECURITY DEPOSITS.

SUBSIDY STANDARDS

THE FOLLOWING SUBSIDY STANDARDS SHALL DETERMINE THE NUMBER OF BEDROOMS REQUIRED TO ACCOMMODATE EACH FAMILY WITHOUT OVERCROWDEING OR OVER HOUSING.

NUMBER OF BEDROOMS	NUMBER OF PERSONS	
# OF REQUIRED BEDROOMS	MINIMUM	MAXIMUM
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

WHO WILL ACTUALLY PAY THE RENT?

THE TENANT WILL PAY ANYWHERE FROM 30% TO 40% OF THEIR ADJUSTED INCOME IN RENT, AND THE HOUSING AUTHORITY WILL PAY THE DIFFERENCE

30 DAY NOTICE TO LANDLORD/TENANT

AS A MATTER OF SECTION 8 PROGRAM POLICY, AFTER THE FIRST YEAR OF LEASE, PHA STAFF REQUEST ITS SECTION 8 EXISTING PARTICIPANTS TO SEND A LETTER OF THEIR INTENTION TO MOVE WITH A COPY TO THE SECTION EXISTING PROGRAM. THIS IS TO BE A MINIMUM OF THIRTY (30) DAYS ADVANCE NOTICE WITH AN EFFECTIVE DATE ON THE 1ST OF EACH MONTH. THIS IS NOT A MANDATE; IT IS A PRACTICE THAT HAS PROVEN TO BE BENEFICIAL. THE SIGNED LEASE MUST SPECIFICALLY STATE WHAT NOTICE IS REQUIRED. IT IS RECOMMENDED THAT ANY NOTICE BE SENT CERTIFIED MAIL, RETURN RECEIPT REQUESTED. IN CASES OF DISPUTES, THE THIRTY (30) DAY NOTICE WILL BE MEASURED FROM THE DATE OF CERTIFIED MAIL DOCUMENTATION. A CERTIFIED LETTER IS PREFERRED; HOWEVER, SECTION 8 STAFF WILL ACCEPT NORMAL SURFACE MAIL. IN THE CASE OF SURFACE MAIL, THE POSTMARK WILL BE THE DATE OF NOTIFICATION.

CLAIM FOR DAMAGES & UNPAID TENANT RENT

THE OWNER HAS THE OPPORTUNITY TO COLLECT A SECURITY DEPOSIT FROM THE TENANT. THE OWNER MAY USE THIS SECURITY DEPOSIT, SUBJECT TO STATE OR LOCAL LAW, INCLUDING ANY INTEREST ACCRUED ON THE DEPOSIT, FOR REIMBURSEMENT OF ANY UNPAID RENT PAYABLE BY THE TENANT, DAMAGES TO THE UNIT OR ANY OTHER AMOUNTS BY THE TENANT UNDER THE LEASE.

HOWEVER, IF THE SECURITY DEPOSIT IS NOT SUFFICIENT TO COVER THESE AMOUNTS OWED BY THE TENANT, THE OWNER MAY SEEK COLLECTION OF THE UNPAID BALANCE BY THE TENANT.

WHEN A SECURITY DEPOSIT IS APPLIED AGAINST AN UNPAID BALANCE OWED BY A TENANT, THE OWNER MUST PROVIDE WRITTEN DOCUMENTATION OF ALL ITEMS CHARGED AGAINST THE SECURITY DEPOSIT AND A BREAKDOWN OF THOSE CHARGES. UPON RESOLUTION OF ALL OUTSTANDING CHARGES, ANY UNUSED BALANCE MUST BE PROMPLTY REFUNDED TO THE TENANT.

POTENTIAL REASONS FOR DENIAL FOR LANDLORDS/OWNERS

1. **THE LANDLORD/OWNER HAS VIOLATED OBLIGATIONS OF A HOUSING ASSISTANCE PAYMENTS CONTRACT UNDER SECTION 8 OF THE 1937 ACT.**

2. **THE LANDLORD/OWNER HAS COMMITTED FRAUD, BRIBERY, OR ANY OTHER CORRUPT OR CRIMINAL ACT IN CONNECTION WITH ANY FEDERAL HOUSING PROGRAM.**

3. **THE LANDLORD/OWNER HAS ENGAGED IN DRUG TRAFFICKING.**

4. **THE LANDLORD/OWNER HAS A HISTORY OF PRACTICE OF NON-COMPLIANCE WITH THE HQS FOR UNITS LEASED UNDER ANY SECTION 8 PROGRAM OR LEASED UNDER ANY OTHER FEDERAL HOUSING PROGRAM.**

5. **THE LANDLORD/OWNER HAS A HISTORY OF PRACTICE OF RENTING UNITS THAT FAIL TO MEET STATE OR LOCAL HOUSING CODES.**

6. **THE LANDLORD/OWNER HAS NOT PAID STATE OR LOCAL REAL ESTATE TAXES, FINES, OR ASSESSMENTS.**

7. **THE LANDLORD/OWNER CURRENTLY OWES THE HOUSING AUTHORITY FOR REIMBURSEMENT OF OVERPAYMENT OF RENT FOR A TENANT.**

   IN THE CASES DESCRIBED ABOVE, THE PHA MUST GIVE THE OPPORTUNITY FOR AN INFORMAL HEARING BEFORE THE PHA TERMINATES HOUSING ASSISTANCE PAYMENTS FOR THE FAMILY UNDER AN OUTSTANDING HAP CONTRACT.