



# LANDLORD HANDBOOK

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# Welcome to the Assisted Housing Program

## Section 8 (Housing Choice Voucher) Program Purpose

The Section 8 Housing Assistance Program is a tenant-based rent subsidy that is paid directly to the owner/landlord as a portion of rent on behalf of the tenant. The Housing Authority determines that a participant is eligible based on criteria established by the United States Department of Housing and Urban Development (HUD). Under this program, housing subsidy paid to the landlord, is usually the difference between the applicable payment standard and between 30% to 40% of the applicant's adjusted gross income. Payment Standards are based on 90-110% of current Fair Market Rents (FMR's).

The Applicants gross income is adjusted if they qualify for allowances and/or deductions as established by HUD.

Income allowances are given for households whose head or spouse is elderly (age 62 or older), handicapped, or disabled, or there are dependent children. Deductions are used to further reduce a participant's gross income for households that have expenses for medical or childcare, and fit the criteria for deduction.

Housing subsidy that is tenant-based versus project-based, allows participants the "Freedom to choose housing that is decent, safe and sanitary, in an area that will benefit the participant."

We hope this information answers your questions and gives some insight into our Assisted Housing programs.

# STEPS TO BECOMING A PARTICIPATING OWNER

## STEPS FOR OWNER/LANDLORD:

- \***BE EDUCATED!** Know what your role is, your rights and responsibilities. Become knowledgeable with the Washington State Landlord/Tenant Act and Federal Fair Housing Requirements.
- \*When you have an available unit, list it "for rent" at onestophousing.org. This is a free service to property owners. You may also list with Craig's list or in the local paper.
- \*Screen prospective tenants by having them complete a written application and verification of items in the application.
- \*Do an inspection check on your unit for items that "most commonly fail" the HQS inspection before the inspector arrives.
- \*Be prepared to show proof of ownership of your rental unit or a management agreement if you are a representative of the owner.
- \*Review your standard lease (or acquire one); establish rules and regulations and list them in your lease as an addendum.

## HOW DO I FIND A TENANT?

List your unit on onestophousing.org, Craigslist, Newspaper, etc. Be sure to include the following information: property address, type of unit (apartment, duplex, single family house) amount of contract rent and deposits, number of bedrooms, utilities paid by landlord and tenant, date available, pet policy, restrictions, and any amenities that the unit has to offer.

## WHAT HAPPENS NEXT?

- \***YOU** select and approve a suitable tenant. SHA does not screen for suitability of tenancy.
- \*You complete the **Request for Tenancy Approval (RFTA) packet** with the applicant; the applicant will return the **RFTA** to the Housing Authority main office.
- \*The inspector, will determine if your unit is comparable to other unit's in the community (rent reasonableness) and that the Total Tenant Payment, (including rent and utilities), does not exceed 40% of the participants monthly adjusted income.
- \*The inspector will then schedule an inspection and notify the tenant and/or landlord of the inspection date and time.
- \*Once the inspection has passed, a lease may be executed. The beginning date of the lease cannot be prior to the date the inspection had passed.

# APPLICANT SCREENING

## Who is Responsible for Screening Applicants?

Owners/landlords are responsible to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment, history, eviction history, damage to units, and other factors related to the family's suitability as a tenant.

## Applicant Screening and Criteria is the Responsibility of the Owner and/or Landlord:

SHA requests that you screen your assisted housing applicants as you would any other applicant. The Housing Authority only screens applicants for eligibility to the Housing Choice Voucher program. Here are some tips on screening applicants to assist in making the best choice.

### Applicant Screening tips:

- \*Have applicant complete a standard application form
- \*Verify rental reference by calling current and past landlords
- \*Questions to current and previous landlords should be standardized, such as: Did tenant leave unit in good condition at move-out? Did they provide a proper Notice to Vacate? Did they pay rent on time? How often were they late? Did you receive any complaints from neighbors? Did you ever observe any Lease Violations? Would you rent to this family again?
- \*Run a credit check or criminal background check – if this is part of your routine applicant screening process.
- \*if your applicant does not have rental references, request professional character references (not references from family and friends)
- \*Take time to discuss your Rules and Regulations with the applicant and make sure they understand them and can abide by them. Let them know the consequences for violating your Rules/Regulations or the lease Agreement.

**Remember...this is your investment; screen all applicants fairly and equally. Select the best applicant who will become the "right tenant" for you.**



# CONTRACT DETAILS

## LEASE (supplied by landlord)

- \*Make sure it is in compliance with the Washington State Landlord Tenant Act – Title 59
- \*Term is stated for a specific time period – not less than 12 months
- \*Are Rules and Regulations attached?
- \*Is it clear who pays what utilities?
- \*Does it include the tenancy addendum?

## TENANCY ADDENDUM

1. Family Payment to Owner
  - Tenant does not pay HAP portion
  - No additional charges by owner
  - Excess rent must be returned
2. Maintain utilities and other services
  - Owner must maintain unit in accordance with HQS
  - Tenant held responsible for HQS violation due to non-payment of utilities.
  - Family responsible for HQS violation due to damage.
3. Termination of Tenancy by Owner
  - A. Grounds
    - 1 Serious or repeated violation of lease.
    - 2 Criminal Activity
    - 3 Threatens health or safety of, or right to peaceful enjoyment of the premises
    - 4 Other good cause
  - B. During **INITIAL** lease term
    - 1 Disturbance of neighbors
    - 2 Destruction of property
    - 3 Living or housekeeping habits that cause damage
  - C. Eviction by court action
  - D. Lease: Relation to HAP contract. If HAP Contract terminates for any reason, lease terminates automatically.

## RENT CONCESSIONS

How does SHA handle rent concessions? SHA handles rent concessions differently based on the type of concession your property offers.

1. If the concession is a fixed flat amount, the SHA will offer you two choices.
  - A. The amount of the concession will be amortized over the length of the lease and the contract rent will reflect that deducted amount.
  - B. If the concession is equal to one free month rent, the SHA would start the HAP contract and ask that the lease for the unit be started the next month. The SHA would still require a 12 month lease
2. SHA is unable to accept a lease with language that would terminate the concession if there are lease violations. SHA can only accept leases with concessions that are a flat fixed amount with no trigger attached.

## **HOUSING ASSISTANCE PAYMENT CONTRACT (HAP)**

\*After we receive your executed lease, SHA will prepare a HAP contract

### **Basic Information**

\* Tenant, address of unit, names of household members, lease term, initial rent, HAP, utilities and appliances.

### **Term of HAP Contract**

\*Terminates when lease terminates

\*SHA may terminate program assistance to family – the HAP then terminates automatically.

### **Rent to Owner:**

#### **Housing Authority portion to owner**

\*HAP paid only while family is residing in contract unit and still eligible.

### **OWNER CERTIFICATION**

\*Owner's breach of HAP Contract

\*Conflict of interest

\*Assignment of HAP Contract:

- a) May not assign without prior written consent.
- b) SHA may deny assignment due to history of HQS non-compliance
- c) History or practice of failing to terminate tenants

**READ AND BE FAMILIAR WITH YOUR CONTRACTS!**

**THE ABOVE IS ONLY A BRIEF OUTLINE OF SOME OF THE  
VERY IMPORTANT SECTIONS CONTAINED WITHIN THE HAP CONTRACT.**



# HOUSING QUALITY STANDARDS INSPECTION

## WHEN ARE INSPECTIONS DONE AND WHY?

Inspections are performed for 5 basic reasons. They are for:

**\*Initial Move-in Inspection:**

Conducted after receiving a Request for Tenancy Approval;

**\*Annual Inspection:**

Approximately every 12 months, normally within 8-11 months of previous annual or initial HQS inspection.

**\*Special Inspection:**

At request of owner, family, agency or third party. This may be requested if a party feels the unit is not in compliance with HQS standards.

**\*Quality Control Inspection:**

Conducted by management staff for 5% of all units that have been inspected.

**\*HUD Inspections:**

Selected units for review of program compliance

## MOST COMMONLY FAILED ITEMS:

- \*Inoperable smoke detectors
- \*Missing or cracked electrical outlet/switch plate covers
- \*Railings not present where required (anywhere there is 4 or more steps)
- \*Peeling interior or exterior paint (if unit is pre 1978 and children under 6 yrs of age)
- \*Tripping hazards caused by permanently installed floor coverings
- \*Cracked or broken window panes
- \*Inoperable burners on stoves or missing burner control knobs
- \*Inoperable bathroom fan or no ventilation
- \*Leaking faucets or plumbing
- \*No discharge line from the Temperature Pressure Relief Valve on hot water tank
- \*Open wire splices (all wire splices must be in a covered mounted junction box)
- \*Windows not openable (if designed to open) in bedrooms and no locks on windows

## WHAT HAPPENS IF MY UNIT FAILS INSPECTION?

**\*At the Initial Inspection:**

Participants/Tenants are encouraged not to move in until items needing repair are corrected and unit is re-inspected and passes.

### **\*At an Annual Inspection:**

Failed items will result in a notification to the owner and tenant and a second inspection date, normally performed within 15 to 30 days of the original inspection. If the failed items are not corrected, an owner's Housing Payment can be abated and termination of tenancy may begin. Or the tenant's assistance may be terminated if the repairs are the tenant's responsibility and they have not completed the repairs.

\*\*\*If you are unable to correct failed items by the re-inspection date that is scheduled call us as soon as possible and before the date of re-inspection. We might be able to reschedule your re-inspection and/or may consider requests for extension (certain conditions may apply).

### **WHO IS RESPONSIBLE FOR FAILED ITEMS:**

Certain deficiencies usually determined to be the responsibility of the tenant:

- \*Tenant-paid utilities that are not in service
- \*Failure to provide or maintain family-supplied appliances
- \*Damage to the unit or premises caused by a household member or guest that are beyond normal wear and tear.  
**"normal wear and tear" is defined as items which are not "normally" charged against the tenant's security deposit under the state law or judicial process.**
- \*Housekeeping deficiencies or other deficiencies which may affect the health and safety of the Family

The owner is normally responsible for any other HQS violations.

The inspector will make determination of responsibility during the inspection, and will list the responsible party on the failed summary that is sent to the landlord and tenant.

### **STATE LAW REQUIRES FOR TIMELY REPAIR**

**\*24 HOURS** for no hot or cold water, heat or electricity, or for a condition which is imminently hazardous to life.

**\*72 HOURS** for repair of refrigerator, range and oven, or a major plumbing fixture supplied by landlords.

\*For non-emergency items, repairs must be completed within 15-30 days of the original inspection date depending on the amount and extent of the repairs.