

# **Housing Choice Voucher Program (Section 8)**

## **Landlord Information Packet**

This packet has been prepared for landlords/owners in appreciation of your interest in participating in the Housing Choice Voucher Program (Section 8).

The Housing Choice Voucher Program (HCV) is a federally regulated and funded program through the Department of Housing and Urban Development (HUD). The Grand Junction Housing Authority (GJHA) administers the program throughout Mesa County. The objective of the program is to provide affordable, safe, decent, and sanitary housing to the low income residents of Mesa County.

The regulations for the Housing Choice Voucher Program are determined by the U.S. Department of Housing and Urban Development (HUD).

The HCV Program assists eligible families and individuals throughout Mesa County with their housing needs by allowing participants to select rental units in the private market. Having this flexibility has also enabled many families to pursue employment and educational opportunities to one day become self-sufficient.

### **Program Integrity:**

While most owners and landlords who participate in the HCV Program comply with the rules and the terms of the Housing Assistance Payment (HAP) Contract, occasionally some do not. The goal of GJHA is to prevent any misunderstanding that may result from the owner's violations by making sure that the program rules are understood.

### **Common Owner Violations**

1. **Failure to maintain the unit** – The owner is responsible for normal maintenance and upkeep of the unit. Repairs should be made in a timely manner.
2. **Accepting payments after a tenant vacates the units** – if the family moves (leaves, dies) prior to their lease term expiration the owner MUST notify GJHA immediately.
3. **Demanding or accepting side payments** – since GJHA determines the amount the family pays for rent, any additional payments must be approved by GJHA.

### **Non-Discrimination:**

As a landlord, you must abide by all the applicable non-discrimination laws. It is illegal to discriminate against any persons because of age, race, color, sex, national origin, familial status, religious preference, disability or sexual orientation. However, it is your responsibility to screen tenants and it would not be considered discrimination to refuse a HCV tenant if they did not meet your screening criteria.

## **Screening and Selecting Tenant:**

Families deemed eligible for participation in this program by GJHA have not been screened for suitability as tenants. As the landlord, it is your responsibility to select a resident for your property. The GJHA strongly encourages all landlords to thoroughly “qualify” all prospective tenants.

As you review a family’s background and rental history, you may want to consider the following:

- Paying rent and utility bills
- Criminal background
- Caring for the property
- Respecting the rights of others to peaceful enjoyment of their residence

***\*\*\* The Housing Authority can supply you with the current and previous address and landlord information.***

## **The Payment Standard:**

- Is established by GJHA and is set between (90% and 100%) of the HUD established ***fair market rent (FMR)*** for the program and the area.
- Is based on the occupancy guidelines established by HUD
- Depends on the family composition and the bedroom size for the unit. For example the payment standard is higher for families requiring 3-bedroom units than for families requiring 1-bedroom units.

For families initially leasing a unit the family’s share of rent cannot exceed 40% of the family’s monthly adjusted income.

## **Request for Tenancy Approval (RFTA):**

Once you determine that a participant will be a suitable tenant, complete the **Request for Tenancy Approval – RFTA** form. The tenant will have this document and will provide it to you for completion. By executing the RFTA, you are certifying the amount of the rent most recently charged for the rental unit and certifying the reason for any change in amount. **You cannot charge more rent for this unit than for other similar unassisted units.** This form must be completed in full and returned to GJHA’s office for contract preparation. The GJHA is not responsible for any part of the rent until the unit is inspected, the contract is executed and received in our office. Incomplete forms will not be processed and may delay payment to the landlord.

***Please verify that the tenant meets your occupancy requirements prior to submitting this packet to our office.***

## **IRS form W-9 and direct deposit forms:**

New landlords must complete the W-9 form attached to the RFTA. The tax identification or social security number you provide must belong to the owner or persons responsible for payment of taxes. At year-end GJHA will send you an IRS Form 1099. The amount recorded is for rental assistance payments that we have

made to you on behalf of the tenant(s). No housing assistance payments can be processed until we have the completed W-9 form and direct deposit form for our records. These forms may be faxed to 970-241-5514.

### **Housing Assistance Payment (HAP) to Owner:**

GJHA will begin making payments to the owner after the unit has been approved and the HAP contract has been signed. GJHA will directly deposit the payment into your bank account. GJHA will make monthly payments as long as the family continues to meet eligibility criteria, as long as the unit qualifies under the program, and as long as the participant remains in the unit.

### **Monthly Rent Collections:**

Regardless of the rental portion due from the tenant, the landlord must collect the rent monthly and take action to evict the families who are not current on their portion of the rent. The GJHA's portion will be deposited into your bank account the first working day of each month as long as the contract is in effect. The landlord may evict the family for non-payment of their portion of the rent.

Landlords can view payment information and history online at <https://www.hmsforweb.com/pal/login.php>

### **Security Deposits:**

The owner may collect a security deposit. GJHA has the discretion to prohibit security deposits that are in excess of either the private market practice or the security deposits for the owner's unassisted units.

GJHA does not assist in paying for security deposits.

After the tenant vacates the rental unit, the landlord may use the security deposit as reimbursement for unpaid rent or damage caused by tenant abuse or negligence. After deducting any amount owed, the balance must be promptly reimbursed.

Security deposits must be refunded to the tenant according to state or local law.

### **Collection for Tenant Caused Damage:**

The family is responsible to pay for any damages or unpaid rent. GJHA does not pay any damage claims.

### **Housing Assistance Payment (HAP) Contract:**

The Housing Assistance Payment (HAP) Contract is an agreement between the GJHA and the landlord that outlines the rights and responsibilities of both parties. No payment can be made by GJHA until the contract is executed. If the contract is canceled, payments will be discontinued.

The contract may be canceled if:

- A. The Participating family violates their program obligations, commits fraud or breaches an agreement to reimburse GJHA.
- B. The unit does not continue to meet Housing Quality Standards (HQS),
- C. The landlord violates any obligations under the contract, and/or
- D. If the family moves or vacates the unit without notice.

### **Lease:**

- The lease is an agreement between the tenant and the landlord.
- The lease agreement must comply with state and local laws.
- The initial lease term is for twelve (12) months and the lease term may be renewed on a yearly or month to month term basis.
- The GJHA requires a copy of the signed lease to be maintained in the clients file and additional leases thereafter.
- Any changes to the lease agreement must be in writing, signed, and dated with a copy submitted to the GJHA.

### **Lease Termination:**

#### **During the initial 12 month term of the lease:**

1. Mutual Rescission: The landlord and participant may sign an agreement to rescind the terms of the lease. The rescission date should be at the end of the month. GJHA may not be able to pay a partial/prorated payment if the rescission date is not at the end of the month.
2. Eviction: The landlord may terminate the lease by instituting a court action for violation of the term of the lease. A copy of the eviction notice given to the tenant must also be given to the GJHA. Some examples of lease violations that are grounds for eviction are: (Refer to your lease)
  - a. Non-payment of rent;
  - b. Failure to reimburse repair costs;
  - c. Repeated late payment of the rent;
  - d. Permitting unauthorized persons to live in the unit;
  - e. Serious or repeated damage to the unit or common areas;
  - f. Serious or repeated interference with the rights and quiet enjoyment of other tenants or neighbors.

#### **After the initial 12 month term of the lease:**

1. The landlord may choose not to renew the lease agreement by giving at least thirty days written notice to the tenant. It must be effective only at the end of a month and a copy of the notice must be provided to GJHA.

OR

2. Submit written notice to GJHA and the tenant that the lease will continue on a month to month basis or other lease terms.

## **Give Prompt Notice to the GJHA if:**

- A. **Tenant vacates the unit without notice:** Immediately call and inform the Housing Authority.
- B. **The owner takes action to evict or issues a 30 day notice to vacate:** A copy of the notice to the tenant must always be given to GJHA.
- C. **Lease renewal:** Renewal packets are mailed to the tenant approximately 3 months prior to lease termination. The tenant is required to complete the packet and either mail back or meet with GJHA. If you plan to increase the contract rent, you must give 60 days' written notice to the tenant and a copy to GJHA.
- D. All rent increases must be put in writing to the GJHA and approved by GJHA.

## **Unit Inspection:**

GJHA strives to have an initial inspection done within 72 hours of a unit being available after a Request for Tenancy Approval has been submitted and approved by the Housing Specialist. The landlord will be contacted by GJHA to set a time and date for the inspection. Inspections are scheduled weekdays Monday thru Friday during normal business hours (8:00 a.m. – 4:00 p.m.).

### **At the Time of Inspection:**

- The unit must be ready for move-in which means: the unit must be vacant and all cleaning, repairs and remodeling that you intend to complete prior to the participant moving in must be finished before the inspection date. The inspection report will also serve as the unit condition report for our records.
- All utilities must be connected (water, electricity, and heat). All appliances must be connected and working (refrigerator and stove).

If the unit does not pass inspection, an appointment for re-inspection of the failing items will be necessary. The (HAP) Housing Assistance Contract cannot be executed and no payment will be made until the unit meets HQS. The landlord and the tenant will be given a copy of the failed items in need of repair by the inspector once the inspection is complete. If the landlord is unavailable a copy will be mailed.

### **The unit must meet HQS to pass inspection, some examples are:**

1. Bedrooms must have a window that opens and locks.
2. Kitchen and bath must have a fixed overhead light and one additional electrical outlet. All other rooms must have either an overhead light and one outlet, or two outlets.
3. Kitchen and bath must have hot and cold running water.
4. Bathrooms must have a sink, shower/tub, commode and an operable window or an operating fan/vent.
5. Refrigerator and stove must be fully operable. (All burners and the oven will be checked).
6. Foundations, stairs, porches and railing must be sound. Stairways with more than 4 steps must have secure railings.

7. Hot water heater must have a pressure relief valve and discharge line; there must be an adequate, safe source of heat; no leaking plumbing.
8. There should be no peeling, cracking or chipping paint.

**Most common failed conditions are:**

- Nonfunctional smoke detectors or carbon monoxide detector
- Missing or cracked electrical outlet covers or plates
- No railings where required
- Cracked or broken window panes
- No locks on windows
- Leaking faucets or plumbing
- No temperature/pressure-relief valve on water heater or there is no discharge line on the water heater

**The landlord must agree to maintain the property to continue to meet (HQS) Housing Quality Standards during the term of the contract.**

**Property Maintenance:**

The landlord agrees to maintain the unit to provide decent, safe and sanitary housing in accordance with HQS. The landlord must promptly correct any defects, both tenant caused damage and “normal wear and tear”. The GJHA cannot make any payments for unit that does not meet HQS.

**Periodic Inspections of Your Property:**

When you sign the HAP Contract with the GJHA you are agreeing that:

- A. The unit is safe, decent and sanitary and that the owner is providing all services maintenance and utilities agreed to in the lease; and
- B. The unit is leased to the family named in the lease; and, to the best of the owner’s knowledge, only the members of the family on the lease will occupy the unit.

**Listed below is a brief description of the program procedure as it relates to the Landlord:**

1. The eligible program participant approaches the Landlord regarding a rental unit.
2. The Landlord screens the participant for suitability as a tenant. GJHA can provide information regarding the previous landlord’s name and telephone number.
3. The Landlord completes the Request for Tenancy Approval, W-9 forms, and direct deposit information.
4. The Landlord or participant returns the forms to the GJHA.
5. The GJHA reviews the forms for completeness, rent reasonableness, and prepares the file for inspection within five working days.
6. The GJHA Inspector coordinates with the landlord and the tenant regarding the date and time of the inspection. The landlord and tenant should both be present.
7. The Lease and Contracts are executed when the unit passes inspection.

8. GJHA directly deposits the HAP to the Landlords bank account at the next scheduled check release date. The payment will be prorated if the unit passes inspection after the first of the month and thereafter on the first working day of each month for the term of the Contract.

**Payments are normally deposited on the 1<sup>st</sup>.**