

BOULDER HOUSING PARTNERS LANDLORD GUIDE TO THE SECTION 8 RENTAL ASSISTANCE PROGRAM

This guide is designed to provide property owners and managers with information for participation in the Section 8 Rental Assistance Program.

OVERVIEW

The Section 8 Rental Assistance Program is designed to help low income families rent housing in safe, decent, and sanitary conditions. The program provides for direct monthly payments to the property owner on behalf of the family to cover the rent.

The owner and manager will be referred to as landlord. The landlord will sign a Housing Assistance Payments (HAP) Contract with the housing agency in addition to a one-year lease agreement with the tenant.

The family's rent contribution will be based on household income and family size, and should be approximately 30% to 40% percent of their adjusted income. In accordance with federal regulations, the housing agency and tenant rent amounts change as the tenant family composition or income changes. These changes are effective after written notice to both parties by the housing agency.

This program is well established and operates nationwide. It offers a solution to government owned housing and allows tenants the choice for freedom in housing, the program is designed to benefit landlords and tenants both.

BENEFITS OF THE SECTION 8 PROGRAM

LANDLORD BENEFITS:

- ❖ **YOU** continue to screen and select your renters
- ❖ Guaranteed rental assistance payments are made directly to **YOU**
- ❖ The housing agency will visit **YOUR** property annually to ensure its safety
- ❖ **YOU** can request annual rent increases
- ❖ **YOU** will have an opportunity to help the elderly and families with low/moderate incomes

COMMUNITY BENEFITS:

- ❖ Reduces need for construction of public financed housing
- ❖ Least costly way to provide affordable housing by integrating affordable housing into the private market
- ❖ The family will have more spendable income

RENTER BENEFITS:

- ❖ Families can keep their privacy while receiving public assistance
- ❖ Families pay about 30% of their monthly income toward rent allowing them to pay for school expenses and /or medical care.
- ❖ Families may live anywhere within their community.

PROGRAM OPERATION

1. Application

A "family" applies to the housing agency to enroll in the program. "Family" also includes elderly persons 62 years of age or older, persons with disabilities, and singles.

2. Certification

At the time the family receives Section 8 assistance, the family has been qualified by the housing agency on 1) family composition and 2) income. **Tenant screening is a landlord responsibility.**

3. **Program Rent Limits**

In the voucher program, the tenant cannot pay more than 40% of their income toward the rent and utilities. The Housing Authority must determine that the rent is comparable to other non-assisted rents in the area.

4. **Tenant Reference**

The housing agency, by providing housing assistance, in no way warrants a family's suitability as a tenant. If requested by the landlord, the housing agency may provide the landlord with the current and last known address of the prospective tenant. **However, it is the responsibility of the landlord to reference and approve a prospective tenant.**

5. **Security Deposit**

The tenant is responsible for the total security deposit. It is the responsibility of the landlord to collect it. Families shall be expected to obtain the funds to pay security and utility deposits, if required, from their own resources and / or other private or public sources.

If the family vacates the unit, the owner, subject to state and local law, may utilize the deposit as reimbursement for any unpaid rent owed and damages under the terms of the lease. If a family vacates the unit owing no rent or other amount under the lease, or if such amount is less than the amount of the security deposit, the owner shall refund the full amount or the unused balance of the security deposit, as the case may be, to the family.

If the tenant damages the unit beyond normal wear and tear, the tenant is responsible for this expense.

6. **Inspection**

All assisted units must be in safe and sanitary condition as established by HUD Housing Quality Standards. The following is a partial list of housing quality requirements:

Living Room:	A window, two electrical outlets, or one outlet and a permanent light fixture.
Kitchen:	Hot and cold running water, stove and refrigerator in operating condition, adequate food preparation and storage space, light fixture or outlet.
Bathroom:	Window or operating vent, toilet, washbasin and tub or shower.
Bedroom:	Window, two electrical outlets or one outlet and a permanent light fixture.
Exterior:	Sound foundation, stairs, porches and railings on stairs.
Heating & adequate plumbing	Proper ventilation for heating and cooling, pressure relief valve on hot water heaters, plumbing and sewer connections, shut off valve on heating unit.
General Health	All exterior doors and windows must be lockable and free from breaks, stairs and halls must be free from hazards, no peeling or cracking paint, or infestation.

7. **Housing Assistance Payments Contract and Lease Agreement**

The Housing Assistance Payment Contract (contract) is a legal agreement between the landlord and the housing agency. It outlines the landlord's rights and responsibilities as a participant in the Section 8 Rental Assistant Program. The contract will expire on the last day of the term of the lease.

The tenant and landlord sign the lease. The landlord cannot make any changes in the terms of the lease during the first 12 months, including but not limited to raising the rent, or utilizing the property for their own or their family's use. The lease will be for a term of one year. After that year, if no action is taken by either the

landlord or the tenant to renew the lease, then the lease will continue on a month to month basis. During the first year of the lease, the lease must be terminated by action. Action can be as simple as a mutual agreement to rescind the lease. It may be an eviction by the landlord for serious and repeated violations of the terms of the lease, or for non-payment of rent by the tenant.

8. Tenant – Landlord Disputes

Despite the best of intentions, at times problems arise between tenants and landlords. As a landlord you are entirely responsible for the property management of your unit. The Section 8 staff will try to be of help if we are kept informed, but we are not property managers.

If the tenant violates the lease, the landlord should follow the same procedures as with other residents. Notice of eviction must be reported to the housing agency at the same time the tenant is notified. The landlord may proceed with eviction in accordance with Colorado State law.

9. Rent Adjustments

Owners of units under a HAP Contract may increase the rent after the first 12 months of the lease. For the voucher program this may be your normal increase. The housing agency will do a market test to insure that the rent is reasonable and that the assisted unit is not renting for more than similar unassisted units.

10. Referral Service For Vacant Units

The housing agency will assist landlords by giving potential tenants a list of rental units that are currently available. The landlord does not forfeit the opportunity to screen potential tenants so long as the landlord does not discriminate among prospective tenants on the basis of race, color, religion, sex national origin, or familial status.

Should you have any need for assistance or advice please contacts this housing agency at (720) 564-4610.

