



## Information for Landlords about the Section 8 Program

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For answers to your questions:

1. For general questions regarding the Section 8 Voucher program, please contact Homes for Good's Landlord Liaison, at 541-682-2602 or [landlordliaison@homesforgood.org](mailto:landlordliaison@homesforgood.org).
  2. For questions regarding Housing Quality Standards inspection, or initial lease and inspection process, contact the inspection team at (541) 682-3755.
  3. If the applicant is already assisted under Section 8, please ask the applicant for the name and telephone number of their Housing Specialist.
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### **The Program:**

The Housing Choice Voucher (HCV) Program is designed to help low-income families' rent decent, safe and sanitary housing. The landlord and the tenant sign a lease agreement and lead based paint disclosure form (for units built before 1978) which is provided by the landlord. The landlord and the Housing Agency, Homes for Good Housing Agency, sign a Housing Assistance Payment (HAP) contract. The HAP papers are provided and prepared by the Housing Agency.

### **Tenant References:**

It is the landlord's responsibility to check the family's references. The Housing Agency does not screen applicants for housekeeping habits or past rent-paying history. Homes for Good Housing Agency determines only the applicant's financial eligibility for the Voucher program. The Housing Agency will provide owners with the required known name and address information.

### **Unit Selection:**

A tenant finds their own unit for the HCV Program. Before an applicant can be subsidized in a unit, the unit must pass a Housing Quality Standards inspection. Some of the items Housing Agency Inspectors look for are defective plumbing or wiring, leaking roofs, broken windows, chipping or peeling paint (if the unit was built before 1978, and a child or children under the age of 6 are expected to live there, lead-based paint protocol must be followed), lack of proper locks on doors and windows, working smoke detectors, and the absence of a pressure relief valve and discharge line on the water heater.

### **Paperwork to Look for:**

Among the paperwork we provide to all tenants who are new to the program, or who have submitted a lease termination notice for their previous residence, is a **Request for Tenancy Approval (RTA)** form, and a **Housing Choice Voucher Calculation** worksheet.

The **Voucher Calculation** worksheet is designed to assist the tenant in determining whether or not the rent for the unit meets HUD regulatory limitations. Each family's maximum rent authorization differs based on the family income, and the number of persons in the household. If the tenant is unable to complete the worksheet, please refer them to our office for assistance. If you have questions, please ask the tenant for the name and phone number of their assigned Housing Specialist. To complete the worksheet, we need to know the bedroom size of the unit, the location of the unit (so we can determine which utility company provides services), and which utilities and appliances the tenant will be responsible for providing (e.g. gas, electric, wood heat, water, sewer, garbage, range and refrigerator).



If you decide to rent to the tenant, you must complete the **Request for Tenancy Approval** form. It must be signed by both you and the tenant and submitted to our office. The form may be hand delivered, mailed to our office by either party, faxed to 541-682-3411 or submitted via email to [Paperwork@homesforgood.org](mailto:Paperwork@homesforgood.org).

### **Initial Inspection:**

The Section 8 Inspector first reviews the tenant's file to determine whether or not the rent falls within HUD's guidelines, and that the rent being requested is a reasonable based on comparable units in the same neighborhood. If not, the Inspector will contact you to explain the circumstance and ask if an adjustment can be made to the rent. If there are no further questions, the Inspector will schedule an inspection. If the tenant already resides in the unit or notifies us they have taken possession of the unit, the Inspector will contact the tenant to schedule the inspection.

Inspections are scheduled based on the order in which Requests for Tenancy Approvals are received at our office. The length of time which elapses before the inspection occurs is based on a number of factors, including whether the unit is ready for inspection, and our need to consolidate inspections in the same area of the county to reduce travel time.

You will be notified immediately, in person or by telephone, if the unit passed inspection or if there are any items which must be repaired before the unit meets HUD's Housing Quality Standards. You and the tenant will also be notified of the amount of rent which will be payable by both the tenant and the Housing Agency. If any item failed the initial inspection, you will be asked to notify the Inspector as soon as the unit is ready for a re-inspection and one will be scheduled as soon as possible. Our subsidy cannot begin until the date the unit passes inspection, or the date the tenant takes possession of the unit, whichever occurs later. If the tenant takes possession of the unit before it passes our inspection, the tenant is responsible for the full amount of the rent until the pass date.

Once the unit has passed inspection, and we have verified the beginning date of the subsidy, we will send a Housing Assistance Payments Contract for your signature. We will also request any other necessary documents which you have not already provided, such as a copy of the lease and the Lead Based Paint Disclosure and any necessary certifications, such as the ones we provide if we are unable to view the water heater or if we are asking you to certify the safe condition of a gas heater or fireplace.

When all the required paperwork is received, we will issue a Housing Assistance Payment retroactive to the date the subsidy began. Payments are issued every Wednesday for completed files received by Tuesday of that week. Subsequent payments are made on the first working day of each month.

### **Rent:**

Contract Rent is the amount the owner collects from the Housing Agency and the tenant. The rent amount is determined through negotiations between the landlord and tenant, and must be specified in the lease. HUD has established limits which prevent the tenants from paying more than 40% of their adjusted gross income for rent and utilities. All rents must be reasonable compared to similar units in the same or similar neighborhood. The landlord may increase the rent after the end of the initial lease term with a written 60-day notice to the tenant and Homes for Good Housing Agency. The Housing Assistance Payment is paid directly to the landlord. Payments are sent the first working day of every month. The first payment is issued on the first Wednesday after signatures have been obtained on the HAP Contract. The tenant payment is collected by the landlord.

### **Security Deposit:**

The amount of security deposit a landlord can collect is between the tenant and the landlord, and must be reasonable. The landlord may not charge in excess of what they are charging on 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 excessive cleaning.



### **Periodic Reviews & Inspections:**

Homes for Good Housing Agency reviews the family composition and financial eligibility annually for every participating family, and inspects the unit on a biennial basis. Assistance will not continue if the family is no longer eligible, or if the unit fails inspection and required maintenance is not completed. You will be notified in advance if the family's housing assistance will terminate. The Housing Agency will also conduct a review if there is a change in family circumstances. You will be notified in writing of any changes in the rent payment amounts from the Housing Agency and/or the tenant. Changes in the family's household composition must be reported to the Housing Agency and are subject to the landlord and the Housing Agency's approval.

### **Terminating the Lease:**

- A. During the initial lease term:
  - A lease may be terminated at any time by a written mutual agreement between landlord and tenant if the tenant must move due to an extraordinary circumstance which is beyond the tenant's control and you agree to end the lease.
  - The landlord may terminate a lease by giving written notice with cause for serious or repeated violations of the terms of the lease such as nonpayment of rent, tenant history of disturbances, abuse or damage to the unit.
- B. After the initial lease term ends:
  - The landlord may also terminate the lease for other good causes such as sale of property or removal of the unit from the rental market.
  - The landlord may issue a 60-day "No Cause" notice to be effective at the last day of a month.
  - The tenant may terminate the lease by giving the landlord a minimum of 30 days written notice.
  - Landlords and tenants must comply with the Oregon State Landlord/Tenant Laws.

### **Keep Homes for Good Housing Agency Informed:**

1. The landlord must give Homes for Good Housing Agency written notice of the following:
2. Changes of name, address, and telephone number.
3. Sale of property and new owner's name, address and telephone number.
4. Change of property management.
5. Copies of any notifications to tenant.
6. Change in rent after the end of the initial lease term.

If the landlord will be increasing the rent after the end of the initial lease term, notify the Housing Agency and tenant in writing at least 60 days before the rent increase will go into effect and make sure the rent increase takes effect on the first day of the month.

\* Please be sure you are following Oregon Tenant/Landlord laws regarding rent increases.