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## INFORMATION FOR LANDLORDS ABOUT THE SECTION 8 VOUCHER PROGRAM

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For answers to your questions:

1. For questions regarding Housing Quality Standards inspection or initial lease and inspection process, contact the inspection team.
  2. 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 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), provided by the landlord. The landlord and the Housing Agency sign a Housing Assistance Payments (HAP) contract. The HAP papers are provided and prepared by Homes for Good.

### 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. The Housing Agency determines **only** the applicant's financial eligibility for the Voucher program.

**If the family has received previous assistance from the Section 8 Program, our staff will be able, upon request, to share the family's current and prior address (as shown in the Housing Agency records), and the name and address (if known) of the owner of the family's current and prior addresses.**

### UNIT SELECTION:

A tenant finds his/her own unit for the Voucher Program. Before an applicant can be subsidized in a unit, the unit must pass a Housing Quality Standards inspection. *Some* of the items the Housing Agency Inspector looks 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 temperature-pressure relief valve and discharge line on the water heater.

### RENT:

Contract Rent is the amount the owner collects from the Housing Agency and the tenant. The rent amount is determined through negotiations between **landlord and tenant** and the rent amount 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 the 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 reviews the family composition and financial eligibility of each Voucher holder and inspects the unit bi-annually. 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.

Homes for Good 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 Homes for Good and/or the tenant. Changes in the family's household composition must be reported to Homes for Good and are subject to the landlord and Homes for Good'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.

Homes for Good cannot assist the landlord in enforcing any agreement. Therefore, any stipulations regarding house, yard or pets should be added as optional provisions to the lease at the time of lease up.

### KEEP HOMES FOR GOOD INFORMED:

The landlord must give Homes for Good **written** notice of the following:

- A. Changes of name, address, and telephone number.
- B. Sale of property and new owner's name, address and telephone number.
- C. Change of property management.
- D. Copies of any notifications to tenant.
- E. 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 Homes for Good and tenant in writing at least 60 days before the rent increase will go into effect.