

Section 8 Frequently Asked Questions

Property Owners and Managers

Things that you should know:

Section 8 Existing Housing Program:

The Housing and Community Development Act of 1974 established the Section 8 Housing Assistance payments program. It is designed to utilize existing housing which is privately owned or owned by the Public Housing Authority in meeting the housing needs of lower-income families and senior citizens. Provisions within program guidelines help owners maintain better occupancy rate and discourage delinquencies.

How can Property Owners/Managers participate in the Program?

In order to receive Housing Assistance Payments (HAP) the unit must be leased to a tenant certified to be eligible by the Housing Authority. The rental property may be any type of existing housing including single-family houses, apartments, mobile homes, or duplexes. The contract unit must be in safe, decent, and sanitary condition as determined by the Housing Authority. The HA and the owner/landlord must sign a HAP contract for the contract unit.

How are Housing Assistance Payments determined?

The tenant is eligible for a subsidy based on family income, income deductions, the number of members in the family, and the size of the dwelling unit. Housing Authority enters into a contract with the owner/manager in order to make the monthly rental payments. The tenant is responsible for the remaining portion of the rent that exceeds the subsidy. The tenant portion should not be a burden on the tenant, and must not exceed 40% of his/her adjusted gross monthly income.

What are the rent limits?

Once a tenant selects a residence with an affordable monthly rent, the dwelling unit must be qualified under the local Rent Reasonableness guidelines. Rent Reasonableness requires that the rent for the unit may not be higher than similar unassisted units, and must be compared to other rental units based on size, age, quality, maintenance, appliances, and neighborhood conditions.

What is the term of the Housing Assistance Payment Contract?

The term of the HAP contract is for one year.

During the term of the contract the owner/landlord may not increase the rent to owner, or change the utilities or appliances that are to be supplied by the owner.

The HAP contract terminates automatically if the owner or the tenant terminates the lease, or if the family moves out of the contract unit. The HAP contract is terminated automatically 6 months after the last HA payment, or if the Housing Authority terminates program assistance for the family. The HAP contract may be terminated if the family size

increases so that there is no longer adequate space, if the contract unit fails to meet the HQS requirements, or if the family breaks up.

The HAP Contract is an agreement between the HA and the owner/manager, and so the owner/manager must complete his/her own lease with the tenant family.

The lease must include the following provisions:

1. Names of Tenant and Owner/Manager
2. Address of unit to be occupied
3. Amount of total rent
4. List of utilities provided by the Owner/Manager
5. List of the appliances provided by the Owner/Manager
6. List of all the maintenance and services that are provided by the management
7. Eviction procedures
8. Prohibition of discrimination by the Owner/Manager

What is the Policy concerning changes in rent or lease terms?

The Owner/Manager may change the rent or lease terms at any time after the end of the lease term or HAP contract. The Owner/Manager must provide the tenant and the HA with a 60 day notice prior to the month that the change will occur, and the tenant family must have adequate time to decide if they will accept a new lease.

What is the Policy concerning Eviction?

The Owner/Manager may follow eviction procedures if the tenant has violated the lease agreement. The Owner/Manager must give the tenant and the Housing Authority a written notice stating the grounds for the proposed eviction (state law).

What happens if the Family breaks the lease and moves?

The Owner/Manager should notify the Housing Authority immediately of the vacancy. The Owner/Manager should use the initial deposit that was collected to cover any unpaid rent, and/or damages. The Housing Authority will not allow a tenant to transfer their Housing Assistance or move without proper notice, or if they owe the Owner/Manager for unpaid rent or damages to the property.

What are the responsibilities of the Owner/Manager?

1. Comply with Fair Housing Laws.
2. Allow inspection of the housing unit and if necessary, an audit of your records.
3. Inform the Housing Authority immediately if the family should vacate the unit in violation of the lease agreement.

What are the responsibilities of the Housing Authority?

The Housing Authority will make monthly Housing Assistance Payments directly to the Owner/Manager. The Housing Authority will make periodic inspections and recertify the family annually on composition and income status. The Housing Authority must approve evictions and monitor contracts.

What are the responsibilities of the Tenant?

The tenant must comply with the lease, permit inspections, give appropriate notice when moving, and make rental payments directly to the landlord in a timely manner.

Housing Quality Standards

The residence that the assisted tenant occupies or want to occupy must meet the basic requirements of the Housing Quality Standards before the HAP contract can be initiated, and as long as payments are provided under the term of the HAP contract.

What are Housing Quality Standards?

The Housing Quality Standards that are required of units assisted by the Section 8 Program are an attempt to ensure that the tenant is able to live in a decent, safe, and sanitary living environment.

During an inspection, we will evaluate the unit for any obvious electrical hazards (outlets & light fixtures), security problems (doors & windows), structural hazards (walls, floors, & ceilings), general safety hazards (peeling lead paint, an unsafe heating unit, unsafe hot water heater, broken windows, a lack of ventilation or fire exits, evidence of vermin infestation, sewage leaks, large accumulations of garbage/debris, broken steps or handrails on stairways, and other hazardous conditions).

The housing unit is also evaluated for kitchen facilities that are adequate for the preparation of meals (stove or range with oven, refrigerator, sink, space for storage & preparation); bathroom facilities (toilet, sink, tub or shower, ventilation); bedroom facilities (electricity, one operable window, smoke detectors).

The most common problems found are a lack of working smoke detectors, lead paint hazards such as peeling paint in units occupied by children, hot water heaters lacking a discharge pipe on the TP valve, roof leaks, hot water heaters on an unstable foundation.

It is generally expected that the owner or landlord will keep their property well maintained not only for the comfort of their tenants, but also to preserve the value of their property. If the living unit is determined not to be decent, safe, and sanitary as a result of the neglect of the owner/landlord, the Housing Authority has the option to either abate the HA portion of the rent for up to 60 days until the unit meets HQS, or terminate the HAP contract so that the tenant can locate other housing (HAP contract, Part B, section 5d, 5e, & 8d).

If the tenant family or their guests are damaging the property through abuse, neglect, or poor housekeeping, it is expected that the owner/landlord will notify that tenant of the unacceptable behavior, and require that the tenant provide compensation for the repair of the damaged property. If the tenant is evicted as a result of the damages, the family will not receive further Section 8 assistance until the owner/landlord is compensated for the repairs. If alternative arrangements have not been made, and compensation has not been provided within 60 days, the tenant may be terminated from the Section 8 program.

If the Housing Authority discovers that a tenant who is responsible for the utility payment does not have active utility services such as electricity, water, or gas, the tenant is then considered to be in violation of HQS, and both the tenant and owner/landlord will be notified that the tenant will be terminated from the Section 8 program if utilities are not reconnected within a reasonable time.

Federal Lead Based Paint Regulations

New Federal regulations went into effect on September 15, 2000, regarding lead based paint hazards in rental property that is occupied by families who receive assistance through the Section 8 program.

According to these regulations, all damaged paint must either be repaired or HA payments must be abated until the family can locate other housing. Damaged paint is paint that is peeling, chipping, or chalking. Holes in the walls, damaged substrate or other conditions that could release lead dust into the living area would also require repair. The areas of the property that are subject to these regulations include interior and exterior surfaces where the dust from deteriorated paint would be accessible to children or other at risk persons.

If deteriorated paint is found during the course of a normal Section 8 inspection, and the amount of deteriorated paint is less than 2 square feet or 10% of an interior component, or less than 20 square feet of an exterior surface then standard repainting is adequate. If the amount of deteriorated paint exceeds the minimum, then safe work practices, and a clearance inspection (including lab samples of any remaining dust) will be required.

If deteriorated paint is found in property that you own or manage, you will be notified by a letter that identifies the problem locations. If you wish to continue receiving payment for that property, you should respond by letting the HA know what action will be taken, or request an exemption.

The only properties that will be exempt from this regulation are those that were constructed after 1978 (the year that lead based residential paint was finally banned), or those properties that have been tested and certified free from lead based paint by an EPA approved inspector/technician.