



Owner/Landlord Information

Frequently Asked Questions

EXECUTIVE DIRECTOR
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This information is designed for the owner who is considering leasing a house or apartment to an eligible family, senior, or person with a disability who has a Section 8 Voucher. It will answer some of the most commonly asked questions regarding this program. We encourage you to discuss any concerns you may have with us so that you will be completely informed prior to making your decision. You may also want to attend one of our briefing sessions in which we cover all aspects of the program with new and moving Section 8 participants. To attend a Section 8 Briefing, please call Wendy Westby at (425) 303-1107 to make arrangements.

Even if you have previously participated in our program, you should read this carefully to be fully aware of any changes and/or attend one of our briefings.

1) Q How and when will I receive my monthly rent?

- A** Once the contracts have been executed and received, except in unusual cases, landlords will receive two checks each month. The tenant will pay a portion of the rent and the Housing Authority will pay a portion. The amount paid by the tenant is based on the tenant's income. The Housing Authority checks are mailed on the last working day of the previous month in order to arrive on the first business day of the month.

The first payment will not be issued until the signed Contract, and the signed lease agreement between landlord and tenant are completed and returned to the Housing Authority.

2) Q Who is responsible for insuring that the tenant pays the rent punctually?

- A** The tenant is responsible for paying the rent and the owner is responsible for taking action if the tenant fails to do so.

3) Q Can the portion of the rent paid by the Housing Authority change?

- A** Yes. If the tenant's income changes, both the rent payments from the tenant and Housing Authority can be adjusted, but the total rent the owner receives remains the same.

4) Q How long is the lease effective?

- A** The lease must have an initial term of 12 months, but then the renewal term, if any, is dictated by the terms of the Lease.

5) Q How can the lease be terminated?

- A** The lease can be terminated in one of the following ways:



- a) By mutual agreement of both the tenant and landlord.
- b) By the tenant:
 - 1. Upon 20 days notice after having been in occupancy for at least the initial term;
 - 2. After violation of the lease by the landlord; or
 - 3. Upon the tenant's death.
- c) By the landlord:
 - 1. During the initial term of a lease, the landlord may only terminate the lease after serious or repeated violation of the terms and conditions of the lease by the tenant or for "other good cause". (See question #6)
 - 2. After the initial term (12 months) of the lease, the landlord may terminate the lease without cause as of the last day of any month, provided the landlord has given the tenant a written notice of the termination 20 days prior to the termination date.
 - 3. After the initial term (12 months) of the lease, the landlord may terminate the lease for serious and repeated violation of the terms of the lease by the tenant or for "other good cause" at any time.
- d) By the landlord, if the tenant refuses to accept a new lease. (See question #13)
- e) Automatically, upon termination by the Housing Authority contract between the Authority and the landlord.

6) **Q What constitutes "other good cause" permitting the landlord to terminate the lease?**

A Remember that "other good cause" creates grounds for termination that are in addition to any serious or repeated violation of the lease itself.

The tenancy agreement states: other good cause includes:

- 1. During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- 2. During the initial lease term or during any extension term, other good cause includes:
 - a. Disturbance of neighbors;
 - b. Destruction of property, or
 - c. Living or housekeeping habits that cause damage to the unit or premises.
- 3. After the initial lease term, such good cause includes:
 - a. The tenant's failure to accept the owner's offer of a new lease or revision;
 - b. The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - c. A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

This list of examples is intended as a non-exclusive statement of some situations included in “other good cause,” but shall in no way be construed as a limitation on the applicant of “other good cause” to a situation not included in the list.”

- 7) **Q Does the Housing Authority screen the tenants to make sure they will be reliable renters?**
- A** No. The Housing Authority is prohibited from doing so, except in very limited cases. Owners have the responsibility to screen the tenants, check references, and take all steps necessary to be sure that a prospective tenant is acceptable. The Authority can provide you with the name of the current landlord and the most recent landlord and with the tenant’s recent address (all if known). In addition, the Authority will provide landlords with other information in its possession related to tenancy issues concerning the family, including information about the tenant history and drug trafficking by family members. This additional information will ONLY be provided if the tenant authorizes the release. Owners will be advised if a tenant refuses to authorize the release of the information.
- 8) **Q Can a security deposit be required?**
- A** The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract).
- 9) **Q Can the last month’s rent be collected in advance?**
- A** Yes, as long as a separate rent deposit is specified in the lease.
- 10) **Q When and how can the rent be increased?**
- A** The rent can be increased in accordance with the terms of the lease. Owners must notify the Housing Authority and the tenant at least 60 days in advance of the desired increase. The increase is not automatic, and rent reasonableness standards will be applied when notice of an increase is received.
- 11) **Q Who determines the amount of rent that can be charged for the unit?**
- A** Establishing the rent is basically the Owner’s responsibility. However, the Housing Authority is required to determine two things before approving a lease. An Owner cannot charge a higher rent for the home being assisted than he/she is charging for similar unassisted homes. The rent being requested must be reasonable in light of what similar homes are being rented for in Everett. The rent must be within the clients’ financial limits.
- 12) **Q What happens in the case of a disagreement on the rent?**
- A** If the Housing Authority determines that the proposed rent is either more than what is being charged for similar unassisted homes or more than what similar homes are being rented for in Everett, the Housing Authority cannot approve the lease. Of course, the family can rent the home on its own without Housing Authority assistance, or an Owner can agree to reduce the rent to an amount determined to be reasonable.

13) Q What happens during the inspection of the home?

A The Federal Government has adopted minimum Housing Quality Standards (HQS) for this program. The philosophy of the program is that the Housing Authority should only reject a home if there is potential danger to the family. Consequently, the HQS are definitely minimum standards and do not approach the strict requirements of typical housing code. HQS requirements cover the new deteriorated paint standards set by HUD and the EPA for pre-1978 units.

On the other hand, the Housing Authority strictly enforces the requirements of the HQS. A new lease cannot be approved for a home with HQS violations. Equally, housing assistance payments cannot be made if violations are discovered during the Authority's annual or special inspections and are not corrected within 30 days (lesser time limits apply for emergency items).

SPECIAL NOTE: *the housing authority inspector is responsible only for the enforcement of the housing quality standards. He/she does not inspect for any other federal, state, or local requirements, and does not, except in the case of an immediate hazard, report the results of the inspection to any other agency.*

14) Q What happens if I want to change the terms of the lease?

A If your lease provides for changes in rent, utilities or other terms of the lease, then a copy of the new lease or addendum must be given to the Everett Housing Authority. You must give the tenant and the Housing Authority 60 day's written notice of the proposed new terms. If the terms are not accepted, the landlord may terminate the lease.

15) Q This sounds like a pretty good program; what happens now?

A A landlord who has decided to rent to a specific tenant family on the Section 8 Housing Choice Voucher Program needs to complete the "Request for Tenancy Approval" that the tenant has been provided. Please make sure it is fully completed before returning it to the Housing Authority; a Request for Tenancy Approval will not be accepted if it is incomplete. The landlord and/or the tenant will be contacted to schedule an inspection shortly after the Housing Authority receives the completed Request for Tenancy Approval. If you have any questions regarding the inspection, please call the Inspection Department at (425) 303-1110.

16) What about the W-9 form?

The W-9 form is required for tax purposes, unless you have told us that you do not require a 1099 form on the Request for Tenancy Approval. You may fax or mail in the completed W-9 if you prefer. Even if you have a W-9 on file, please provide your tax id number so that we can update our files if needed.

A landlord interested in having a vacancy listed in our referral book can call us at (425) 258-9222. Clients will contact you if they are interested in your property.