

## LANDLORD INFORMATION - SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

**What is Section 8?** A program federally funded by the Department of Housing and Urban Development to assist lower income households with monthly rent on units owned through private landlords. Assisted amounts are calculated based on the tenant's income and the total unit rent determined by the owner. The tenant will pay the landlord directly for their income based rent share. The Housing Authority (HA) will send their portion directly to the owner via check or direct deposit on the first of each month.

**How do I become a Section 8 landlord?** Units are not pre-approved. Owners participate by leasing a unit to a household in possession of a Section 8 Voucher issued by the Housing Authority (HA). Voucher holders are provided 60 days to locate a unit they want to rent. You may wish to publicly advertise or ask to be placed on the HA referral list that is provided to voucher holders. You may encourage current income eligible tenants to apply. However, funds are limited and they will need to wait their turn on a voucher waiting list and be subject to random lottery drawings when funds are available as result of program turnover.

**What are the benefits of participation in Section 8?** Timely rent payments are guaranteed for a portion of the monthly rent. The program is not intended to relieve other landlord responsibilities such as screening for tenant suitability, unit maintenance or lease enforcement. As a responsible owner you maintain all rights and responsibilities in those areas. The Housing Authority makes monthly payments directly to you based on the tenant's income, circumstances and reasonable total unit rent, the tenant is responsible for the balance. Voucher tenants may be more reliable than non-assisted tenants because they are subject to loss of eligibility for program participation if it is determined that there are continued violations or their tenancy results in eviction. Your tenant's rent remains affordable to them despite financial hardships which may occur in the future such as a loss of employment. Verified reduced income typically results in the HA paying more assistance on their behalf.

**How do I know a tenant has a current voucher?** The tenant will have attended a program briefing and received a paperwork packet containing key documents that you and the tenant will sign and return to the Housing Authority. Please note, we have determined only tenant income eligibility. We make no guarantee of tenant suitability. You are encouraged to check references prior to signing participation documents.

**What is the unit approval process?** Units may not be pre-approved nor pre-inspected because of funding and timing restrictions. The HA approval process will begin after you have completed the tenant screening process and reviewed unit conditions to make sure they will meet standards (as listed in this brochure) for a required unit inspection. You should review required documents. If you agree with the owner obligations, required documents listed below should be executed and returned to the HA office. Before scheduling an inspection, the HA will determine that:

- The unit is within the county of jurisdiction of the voucher (LaSalle or Grundy),
- The family share of the rent will not exceed 40% of their monthly adjusted income (a key factor being the greater the rent, the greater the tenant portion)
- The owner is not related to any member of the family and has not been prohibited from participation
- All required documents (Request for PHA Approval of Tenancy, unsigned copy of the lease (owner provided, if using own format), lease addendum (HA provided), Lead Paint Certification (HA provided) and Owner Certification (HA provided) have been properly executed and submitted prior to the tenant's voucher expiration date (within 60 days of issue or extensions approved in writing by the HA).

If all factors are met, the inspection will be scheduled promptly. **The unit must be COMPLETELY ready for inspection, all utilities must be in service and the unit must be vacant** unless already occupied by the voucher holder. PLEASE DO NOT WASTE VALUABLE FEDERAL TAX DOLLAR MONIES BY SCHEDULING INSPECTIONS PRIOR TO READINESS. We do not have program resources to conduct pre-inspections. Units not ready will NOT be reviewed and must be denied. This will delay assistance and cost the voucher holder valuable time. We may not begin assistance until the unit passes 100% of requirements. Following a passed inspection, there will be a final determination made on reasonable rent using a review of unit conditions and amenities at the time of inspection. If the rent is determined reasonable, the landlord will receive final contract paperwork and the tenant will be sent information on rent calculations and will be encouraged to contact the landlord to sign the lease addendum. The start date of rent assistance will be the date of the later of move-in or the date unit is certified as fully HQS compliant. Payments may not be released until all correctly executed documents are returned.

Rent specified in the lease will be paid in portions determined by the tenant's income and the amount of rent being charged. If household circumstances change, portions may also change. Any changes in portions (for example, if the tenant reports income changes) throughout the term of the lease will be confirmed via written notification to the tenant and landlord by the HA. The landlord may not change total unit rent amounts outside the terms of the contract and must notify the HA timely in advance in writing of requested changes.

Additional program requirements:

**The security deposit is the tenant's responsibility.** The HA does not have funding for deposits. Owners are encouraged to carefully screen and set a security deposit amount based on tenant suitability.

**Enforcement of the lease and management of the property are a landlord function.** If you contact us regarding lease violations we have limited enforcement rights as we are not a party or signator of the lease. The tenant is responsible for maintaining utilities and appliances in accordance with the lease and is responsible for damages to the unit. If there is a violation of this tenant obligation, the landlord is encouraged to contact the HA office. The tenant will be subject to loss of assistance unless requirements are met. Lease terminations resulting from good cause do not require the HA's consent, but the HA must be informed with a copy of the action. A Section 8 tenant who is evicted for good cause will be terminated from the Section 8 program.

**A minimum twelve month contract** shall apply initially between the HA and the owner. The owner will be notified when the anniversary date is approaching. If the owner wants changes to the lease at that time, they must be promptly requested in writing in advance.

**A vacated unit**, unless confirmed in advance by the HA, should prompt notification to the HA by the owner. The HA may not make payments for vacated units. Continued participation in the program with a different tenant will be the choice of the landlord. Section 8 is tenant-based, not unit-based, therefore, in order to continue participation, the owner will need to select a new tenant who has a current voucher.

**Inspection requirements:** Units must be certified to meet all inspection requirements prior to contract execution and for assistance to continue. There are four types of inspections: initial (move-in), biennial (at least once each 24 month period of tenancy), complaint (requested by tenant or landlord) and quality control (conducted by a supervisor for a 5% sample of inspectors work to ensure consistent application of standards). The unit requirements are listed below and are referred to as Housing Quality Standards.

**PLEASE REVIEW EACH AND EVERY ITEM.** Units must pass 100% of inspection requirements. One deficiency will cause a unit fail and the need for correction and re-inspection prior to start or continuation of assistance.

## **BUILDING EXTERIOR**

Foundation must be free of defects which indicate a potential for structural collapse and which would allow significant entry of ground water.

Stairs, railings, and porches must be free of severe structural defects and may not include broken, rotting or missing steps. Handrail required for 4 or more consecutive steps. Secure railing needed for a rise of more than 30 inches.

Roof must be free of serious buckling or sagging and be free of defects which would result in significant water or air infiltration. If gutter or downspouts are present, they must not allow water into the interior of the structure.

Chimney should not be seriously leaning or show evidence of significant disintegration (missing bricks, etc).

Manufactured homes must be securely anchored by a tie-down device.

## **UNIT INTERIOR**

All walls, ceilings, and floors must be free of serious defects which present a potential for structural collapse or other safety threat.

Windows must be free of severe deterioration which would result in the entry of wind or rain and may not contain cutting hazards. Accessible windows must be lockable. Windows which serve as an alternate emergency exit or as ventilation for the bathroom must be openable. Doors that open to the outside must be lockable.

There must be adequate electricity in each room. The living room and bedrooms must have at least two outlets or one outlet and a permanent light fixture. Other rooms used for living must have a means of illumination.

The unit must be free of electrical hazards such as broken or frayed wiring, non-insulated wiring, wiring located near or in standing water, loose fixtures, exposed fuse box connections, overloaded circuits, missing switch or outlet covers, or covers that are badly cracked. All electrical junction boxes must be properly covered. Three prong electrical outlets must be properly wired AND grounded.

## **KITCHEN**

A working appliance which enables the tenant to cook is required. The oven and the range of a stove must work properly (including all burners and knobs) and must be free of a hazardous gas hookup. If the tenant agrees, a microwave oven may be furnished instead of an oven and stove. The microwave must be in working condition.

A refrigerator must be present and must maintain a temperature low enough to keep food from spoiling over a reasonable period of time.

There must be a permanently attached kitchen sink with running hot and cold water which is connected to a gas trap and a properly working drain.

There should be some type of space available for storage, preparation and serving of food. (Tenant makes final choice).

## **BATHROOM**

There must be a private toilet for the exclusive use of the household and it must work properly.

There must be a permanently installed wash basin with hot and cold running water which is connected to a properly working drain and gas trap.

There must be a private shower or tub in proper working condition.

The bathroom must have proper ventilation in the form of an openable window or working vent system. Exhaust vents must be vented to outside, attic, or crawlspace.

## **BEDROOMS**

Floor space must be at least 64 sq. ft. Ceiling height must be at least 78 inches with at least 50% of ceiling height above ground. Room must have at least one window. If designed to be openable, it must work properly.

Room must have adequate light, ventilation, heat and must have emergency exit capability

### **PAINT REQUIREMENTS**

There must be no chipping or peeling paint on the interior or the exterior of the unit. If chipping/peeling paint is noted at the time of the inspection, federal law requires the owner to pay for testing and removal by a CERTIFIED contractor in accordance with the (non-HA related) Renovation and Remodeling Act. This requirement exists for all rental properties irregardless of Section 8 participation. The HA strongly recommends correction of paint deficiencies PRIOR to inspection to avoid costly corrections. Bare non-treated surfaces are not allowed.

### **OTHER REQUIREMENTS**

There must be a working testable smoke detector on each level of the unit including the basement. Smoke detectors are also required in common hallways on each floor of multi-unit buildings. Carbon monoxide detectors must be present in accordance with state and local codes.

There must be a heating system which provides adequate heat and is free of hazards. Unvented space heaters may not be the primary source of heat in rooms used for living. Adequate heat is a minimum of 70 degrees 3 feet from the floor.

The unit must have adequate ventilation in the form of an openable window or working cooling equipment.

The unit must have a hot water heater which is located in an area that does not present a hazard. The hot water heater should work properly, be free of leaks, and must be equipped with a temperature-pressure relief valve and a discharge pipe (not reduced down) six to eight inches from the floor.

Gas lines must have properly installed shut off valves and must be in black pipe.

There should be no major plumbing leaks.

The unit should be connected to a safe water supply and sewer or septic system.

Unit should have a private access and at least two exits. (An openable window may be considered as a fire exit if the unit is on the first or second floor.)

The unit must be free from rats or severe infestation by mice or vermin. There must be adequate disposal facilities for refuse.

Unit should be adequate size for the family. No more than two persons per living/sleeping area allowed. A room will be counted as a bedroom for unit size designation only if it was originally designed as a bedroom unless permanent renovations have been made. Unit size effects reasonable rent determination.

If the tenant is responsible for payment of utilities, there must be properly installed separate meters.

**PLEASE NOTE: Unit conditions should be reviewed and corrections made prior to inspection.**

All appliances must be connected and utilities in service for purpose of inspection. For move-ins, units must be vacant at time of inspection for new tenants.

No assistance will be paid until the unit passes inspection and an assistance contract is executed. Payments for time periods prior to the passed inspection will not be made.

If you have any questions, feel free to contact program staff at **(815) 434-0380**.

**HOUSING AUTHORITY FOR LASALLE COUNTY, 526 E. NORRIS DRIVE, OTTAWA, IL**