

McKean County Housing Authority

Section 8 Housing Choice Voucher Program

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Section 8 Landlord Handbook



The McKean County Redevelopment & Housing Authority (MCRHA) strives to promote sustainable communities where families, individuals, the elderly, and those with special needs have access to quality, affordable housing.

We are excited to have you join McKean County Housing Authority in meeting the housing needs of families in our community. This Handbook will help you be a successful landlord with the Section 8 Voucher Program. We hope that you find it useful and will refer to it often.

What Is The Section 8 Voucher Program?

The Section 8 Voucher Program is a rent subsidy program funded by the Department of Urban Development (HUD) and administered by the Housing Authority. The purpose of the Section 8 program is to provide rental assistance to low income families.

What Is A Section 8 Housing Voucher?

The Section 8 Housing Voucher allows the Housing Authority to pay a fixed amount based on the tenant's income; the tenant is responsible for any amount above the Section 8 payment. The tenant will be initially responsible to pay at least 30% of their monthly income but no more than 40% for rent and utilities.

What Are The Benefits To A Landlord?

Over the years, many landlords and property managers have come to appreciate the following advantages of the Section 8 program:

- Having a contracted monthly assistance payment that is on time and guaranteed.
- If the tenant's income decreases, their portion of the rent can be lowered and the Housing Authority's portion can be increased, so the Landlord gets their full rent amount.
- There is minimal paperwork to be done and Landlords use their own lease and their screening process for tenant selection.
- Inspections done by the Housing Authority will help you to maintain your property. Keeping your property well maintained helps ensure its resale value and also makes it easier to lease up again when a participant does vacate.

How Does a Landlord get on the Section 8 Program?

Any landlord willing to work within the guidelines of the Section 8 program can rent their unit on the Section 8 program. The rent must be within the program limits and comparable to other rents in the area, the unit must meet the Housing Quality Standards, and the landlord must be willing to maintain and enforce their obligations under the signed contracts.

Who Is An Eligible Section 8 Participant?

There are five eligibility requirements for admission to the Section 8 Voucher program. To be eligible for the Section 8 program the family must:

- Qualify as a Family as defined by HUD and the Housing Authority.
- Have income at or below HUD-specified income limits.
- Qualify on the basis of citizenship or the eligible immigrant status of family members.
- Provide social security cards/number information for all family members as required by HUD.
- Consent to the Housing Authority's collection and use of Family information as required for Housing Authority provided consent forms.

Once the Housing Authority approves the applicant/family for admission to the program and the family attends a briefing, the family is issued a Housing Voucher. At the briefing, the family will receive information about searching for a suitable unit. The family also receives a "Move Packet" to take to the Owner to complete with them. The owner is responsible to screen the family for suitability to lease their unit.

How Does The Process Work?

Once the family finds a landlord willing to participate, the following process begins:

Tenant Screening

When a tenant approaches a landlord about renting a unit, it is important to remember they have only been screened by the Housing Authority for program eligibility criteria and have not been screened for suitability. This should be the first step performed by the landlord.

The Move Packet

If the tenant passes the landlord's screening criteria, the new landlord must complete 5 forms in order to get the process started; the "Request for Tenancy Approval," "Lead Based Paint form," "Landlord and Tenant Responsibilities," "Property Owner Certification," and "Rent Reasonableness Assessment Data Sheet." The Landlord and the participant must complete and return these forms to the Housing Authority for review. The Housing Authority will look first at the rent requested by the landlord. It must be comparable to rents for other similar units in the area and the tenant's portion must not exceed 40% of their income. If these criteria are met, the information will be forwarded to an inspector to schedule an inspection.

The Unit Rent Approval

At the time of initial lease-up on the Section 8 program, a unit must meet two rent tests:

1. The unit must be rent reasonable in comparison to other rents charged for comparable unassisted units; and
2. The tenant's portion cannot exceed 40% of their monthly income for Rent and Utility Allowance combined amount.

If the requested rent amount meets these two criteria, the unit is scheduled for an inspection. If the requested rent does not meet one or both of these criteria, the landlord will be asked to negotiate a lower rent. There is no obligation to alter the rent. However, if the landlord is unable to lower the rent, the unit cannot be used on the program and the Section 8 participant will need to look elsewhere. There can be no side agreements between the landlord and the tenant requesting the tenant to pay the difference.

The Inspection Process

Housing Quality Standards (HQS) play an important role in the administration of the Section 8 Program. The HQS inspection is required before assistance can be appropriated. The basic purpose of the inspection is to insure that the unit meets all the minimum inspection standards set by HUD. If the unit fails the initial inspection, all failed items must be corrected prior to the subsidy being paid on the unit.

➤ Why does a unit fail?

Units sometimes fail housing inspections because landlords and tenants are not familiar with HQS requirements and/or have not assessed the condition of the unit prior to the scheduled inspection. For these reasons, the Housing Authority encourages landlords and tenants to conduct pre-inspections prior to the scheduled inspection. By having the items corrected before the inspection, the inspector has a better chance of passing the unit the first time. This will save valuable time and insure an accurate initial and subsequent annual inspection.

➤ Subsequent Inspections

The Housing Authority is also required to inspect the unit at least annually after it is initially set up. The unit must pass this inspection prior to the annual review date of the contract in order to continue to receive the Section 8 Assistance. In most cases, if the unit fails the inspection, the Housing Authority will allow the landlord thirty (30) days to make the repairs. However, if the fail item is considered to be life threatening, Federal law requires the repair to be made within 24 hours. Additional time may be granted in cases where extensive repairs are needed.

➤ **What happens if the repairs are not completed?**

While it is generally the landlord's responsibility to maintain the condition of the assisted unit in accordance with the regulations governing the Section 8 Programs, the landlord may hold the tenant responsible for tenant caused damage. The landlord may require the tenant to repair or pay for those items that are tenant caused. If the landlord chooses to have the tenant repair the damages, the landlord must notify the tenant explaining which items they are to repair, with a copy provided to the Housing Authority. If the tenant fails to repair the items that are tenant caused within the time frame indicated, the tenant's Housing Assistance may be terminated.

Rent abatement, or the withholding of Housing Assistance Payments, applies when the Housing Authority verifies that the repairs have not been completed to meet minimum HQS requirements within the time period given. On those rare occasions when the landlord does not complete the repairs, the Housing Authority's portion of the Contract rent will be abated. Once the repairs have been made, the Housing Assistance Payments will resume, prorated from the date that the unit passes inspection. The Tenant cannot be held responsible for the abated Housing Assistance Payment.

If the unit remains under abatement and repairs are not completed, the Housing Authority will notify the tenant and the landlord that the Section 8 Housing Assistance Payments Contract will be terminated and no further assistance will be paid on this unit. The tenant can either stay in the unit and pay the full rent or move from the unit provided proper notice has been given to the landlord.

➤ **The Most Common Deficiencies Resulting In A Failed Inspection**

- **Entry Doors:** Must lock securely. Check the weather-stripping. If there are gaps that let air in, weather-stripping must be applied. Check the doorjamb and strike plate for defects.
- **Windows:** Those designed to open must open and must have a permanent lock attached. (Sticks and thumbscrews are not accepted as locking devices). The windowpanes must not be broken or cracked.
- **Electrical Hazards:** HUD requires that a unit must be free of any possible electrical hazards. All electrical outlets and switches must have cover plates that are not cracked and they must be secured to the wall. Also, there can be no exposed wiring in the home and all light fixtures must be properly mounted to the wall or ceiling and must be working. Breaker boxes must have all open spaces filled with knock outs or blank spacers and must not have any exposed wires.
- **Oven/ Range:** Clean the range and oven to ensure that it would not be a fire hazard. Burners must lay flat and all elements must be working properly. Be sure

all knobs and dials are on the appliance. Please insure filter screen is installed in front of the fan.

- **Refrigerator:** Check the rubber gasket around the doors. If it's loose or cracked, it needs to be replaced. Also check the kick plate to be sure it is secured at the bottom of the refrigerator.
- **Heating and Plumbing:** The heating system must be on, working properly, and provide adequate heat. Be sure all heat sources are clear of furniture, bedding, clothing, and other items. Check for any leaks in the plumbing fixtures (sinks, toilets, showers, etc.) and repair if necessary.
- **Hot Water Heaters:** Must have a pressure relief valve and discharge line that extends to within 6 inches of the floor. Discharge tubing must be of the appropriate type of material – either galvanized steel or copper or CPVC piping (Do not use PVC). There should be no exposed wires. In addition, flammable material should not be stored near the hot water tank.
- **Flooring:** Carpets that are frayed or torn, or vinyl, tile or linoleum that would be a tripping hazard must be repaired. Exposed carpet tacks or thresholds, which are loose, must be repaired. Please check and repair floors that have dry rot. Dry rot is commonly found in the bathroom, around the bathtub and toilet.
- **Inoperable smoke detectors and Carbon monoxide detectors:** A smoke detector and a carbon monoxide detector must be on each floor of the dwelling unit and must have a tester button. Units occupied by a hearing impaired persons, must be equipped with a smoke alarm designed for the hearing impaired and mounted in the bedroom occupied by the hearing impaired individual.
- **Ventilation:** Inoperable bathroom fans or no ventilation (i.e. window) would result in a fail rating.
- **Decks, Railings, Steps:** HUD requires that all stairways with 4 or more risers must have a handrail. The handrail must run the length of the stairway and be securely supported in order to provide adequate safety for the user. Decks, rails and steps, must also be free of dry rot and tripping hazards. Railings are required for decks porches or steps that are over 30 inches from the ground.
- **Peeling Paint:** HUD requires that in a home built prior to 1978, have no deteriorated or peeling paint on the inside and outside of the unit if the unit is occupied by children under the age of six.

Housing Assistance Payments will be effective the day the unit passes HQS or the day the tenant received the keys, whichever is later. The unit will then be inspected annually to ensure that it remains in compliance with HQS.

What Are Payment Standards?

A “Payment Standard” is used to calculate the monthly housing assistance payment for a family. The McKean County Housing Authority establishes Payment Standard amounts for each unit size. The payment standard is the maximum monthly subsidy payment.

What is the Utility Allowance?

The Utility Allowance is the HA’s estimate of the average monthly utilities needed for an energy-conscious household. If all the utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size, unit location and household responsibilities.

Dwelling Leases and Contracts

Dwelling leases and Housing Assistance contracts need to be signed before payment on a unit can begin. Landlords who use a standard dwelling lease for their unassisted units must continue to use their own lease, in conjunction with the HUD mandated lease addendum, for all new Section 8 contracts, a copy of the lease must be submitted to the Housing Authority prior to payment being made.

Annual Rent Increases

In accordance with the Department of Housing and Urban Development (HUD) regulations, you must provide sixty day advance notice to your tenant and the Housing Authority to increase your rent. In Addition, such increase can only be requested annually, at the annual anniversary date of the lease.

What are the Responsibilities of the Landlord?

The landlord has an obligation to both the Housing Authority through the Housing Assistance Payments (HAP) Contract and to the tenant through the dwelling lease. The HAP contract states a landlord agrees to the following:

1. The landlord will maintain the unit and premises in accordance with the Housing Quality Standards.
2. The landlord will assure that the unit is leased only to those family members listed on the lease.
3. The landlord will assure that the total rent for the Section 8 unit does not exceed rents charged for other unassisted units in the premises.
4. The landlord has not and will not receive any other form of payment for the unit while under contract.
5. The landlord will assure that the family does not own or have any interest in the unit.
6. The landlord is not related in any way to the family (except in the case of a disabled resident) nor does the landlord currently reside in the unit.

7. The landlord will not commit fraud, bribery, drug-trafficking, or any other corrupt or criminal action.
8. The landlord will enforce the tenant obligations listed on the lease, especially those involving illegal drug use and violent criminal activity.
9. The landlord will decide what utilities the tenant will be responsible for and what utilities will be included in the rent.

The obligations to the tenant are outlined in the lease or lease addendum whereby the landlord agrees to maintain the unit in accordance to the Housing Quality Standards and to enforce the tenant obligations listed on the lease.

What are the Responsibilities of the Tenant?

In order to participate on the Section 8 program, a tenant has responsibilities to both the landlord and the Housing Authority. The tenant responsibilities to the landlord are listed on the lease or lease addendum and include, but are not limited to, such items as:

1. Payment of rent and any utilities listed as their responsibility.
2. To use the unit as their principal place of residence.
3. Not to sublease the unit or allow unauthorized people to reside in the unit.

The tenant responsibilities to the Housing Authority are listed on the Voucher and include, but are not limited to the following:

A. The family **MUST**:

- Supply any information that the Housing Authority or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- Promptly notify the Housing Authority in writing when the family is away from the unit for an extended period of time in accordance with Housing Authority policies.
- Notify both the Housing Authority and the landlord in writing before moving out of the unit or terminating the lease.
- Allow the Housing Authority to inspect the unit at reasonable times and after reasonable notice.
- Request Housing Authority written approval to add any family member as an occupant of the unit.
- Give the Housing Authority a copy of any landlord issued eviction notice.
- Supply true and complete information.

B. The family (including each family member) **must NOT**:

- Own or have any interest in the unit.
- Commit any serious or repeated violation of the lease.
- Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
- Participate in illegal drug or criminal activity.
- Sublease or sublet the unit or assign the lease or transfer the unit.
- Damage the unit or premises (other than damages from ordinary wear and tear) or permit any guest(s) to damage the unit or premises.

Termination of Assistance by the Housing Authority

Although the Housing Authority will work with tenants and landlords in an attempt to overcome any problems which may occur while on the Section 8 program, there may come a time where the only option left is to terminate the housing assistance payments which are being made on the tenant's behalf. Listed below is a non-inclusive list of reasons for termination:

- If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel;
- If the family has not reimbursed any Housing Authority for amounts paid to a landlord under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to a landlord by a Housing Authority. At its sole discretion, the Housing Authority may elect to offer an agreement to pay amounts owned to a HA or amounts paid to a landlord by a Housing Authority. The terms of any such agreement shall be prescribed solely by the Housing Authority;
- If the family violates their family obligations listed on the Voucher;
- If any member of the family fails to sign and submit consent forms for obtaining necessary information.

If the Housing Authority initiates an action to terminate the assistance, written notice of this decision will be sent to the landlord. However, the tenant has the right to request an Informal Hearing to contest the decision. If an Informal Hearing is held, the Landlord would be notified if the decision to terminate was reversed.

Termination of Assistance by Tenant

In accordance with the lease or lease addendum, a tenant wishing to remain on the Section 8 program is obligated to remain in the unit for at least 12 months before being given the option to move. However, a tenant may choose to terminate their assistance with Section 8 program at any time. If they do, a landlord needs to understand that the Section 8 lease will also terminate ending any obligation for the family to remain in the unit. In these cases, the Housing Authority does advise tenants who wish to move to give proper notice to a landlord in accordance with State and local law. If the tenant wishes to remain in the unit, a landlord will need to have the tenant sign a new lease.

Termination of Assistance by the Landlord

During the term of the lease, a landlord has the right to terminate the tenancy of a tenant who is in violation of the dwelling lease, however, any eviction notice must be issued in accordance with the lease and State and local law. During the first year, the landlord must have cause to terminate the lease. Following the first year, if a new lease is not signed, cause is not necessary. Copies of any eviction notices must be given to the HA at the same time the landlord notifies the tenant.

***Thank you for participating in the Section 8 Housing Choice
Voucher Program.***