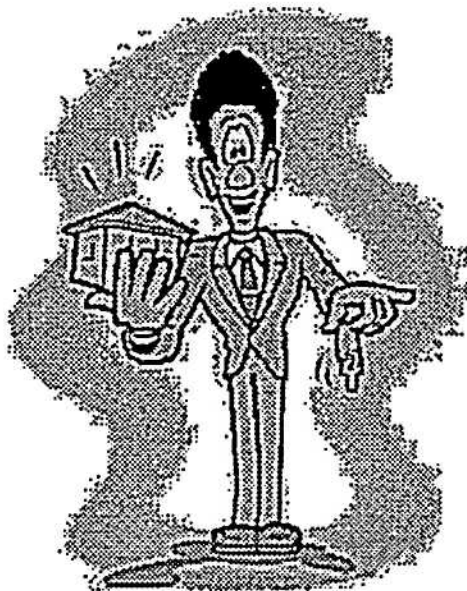


Section 8 Owner Handbook



Fayetteville
Housing Authority
#1 N. School Avenue
Fayetteville, AR 72701
(479) 521-3850
Fax: (479) 442-6771



SECTION 8 OWNER HANDBOOK

The Fayetteville Housing Authority administers the Section 8 Rental Assistance Program for Washington County (except for the city limits of Springdale, AR). This program is designed to assist families in Washington County to find adequate, safe and affordable housing. The program is designed for very low-income families, elderly and disabled individuals or families where the head of household is elderly or disabled.

Landlord Benefits

There are many benefits to being a participating landlord on the Section 8 Rental Assistance Program. Some of the benefits are:

1. There is very little paperwork for the landlord. The Housing Authority will maintain the tenant's file.
2. The tenant signs a one year lease in accordance with the Section 8 regulations so there is minimal transient behavior.
3. Housing Assistance Payments are made directly to the landlord each month. Payments can be made directly to the landlord's bank account if the landlord chooses that option.
4. Property is less likely to remain vacant if landlords are willing to participate in the Section 8 Rental Assistance Program.
5. Since tenant's portion of the rent is based on their income, they are less likely to be delinquent with their rent.

How the program works

Interested families may apply and must be determined eligible by the Housing Authority. Because the Housing Authority can only assist a limited number of families, they may be placed on a waiting list. The waiting list varies depending on the number of applicants. No immediate assistance is available through the Housing Authority. To be eligible for the program the family must have an annual gross income within income limits established by the Department of Housing and Urban Development.

Housing search and approval

When vouchers become available, families are notified by mail and must make an appointment with the Housing Authority to review their case. The Housing Authority will make a final determination of the family's eligibility. The family will be asked to attend a mandatory briefing where they will receive their Housing Choice Voucher and obtain information about the Section 8 Program. The family is initially given 60 days to find a qualifying home. The home must meet Housing Quality Standards (a list of HQS is provided with this booklet), and it's rent must be reasonable. Also, the owner must be willing to rent to the family under established guidelines. When a family finds a suitable unit, the landlord and tenant agree to basic lease terms.

Tenant selection

You, the landlord, are responsible for the screening and selection of prospective tenants. The Housing Authority certifies that families are eligible to receive assistance, but does not screen the applicants for acceptability as tenants. You are encouraged to use your normal screening procedures and are under no obligation to lease to a family with a voucher. You must not discriminate against any prospective tenant on the basis of race, creed, color, sex, religion or national origin. The Housing Authority will furnish the family's current address, their current and prior landlord (if known), upon your request.

Request for Lease Approval

If you determine that the family will be suitable tenants, you and the family will fill out a Request for Lease Approval form. (The family will receive these forms at the briefing). Once this form is completed, it must be submitted to the Housing Authority for approval along with a copy of your lease (a "Model Lease" will be provided for those landlords who do not have their own lease). Your lease must be for at least a 1-year period and comply with other state and local laws.

Inspection

After the Request for Lease is approved, the information will be turned over to the Housing Authority's inspector. The inspector will call you or the tenant and set an appointment to conduct the inspection. Inspections will be conducted no more than 15 days after the Housing Authority receives the Request for Lease Approval.

Security deposits

You may collect a security deposit as long as it is not in excess of security deposits for the owner's unassisted units.

Contract and Lease

Once the home passes inspection, the Housing Authority will prepare contracts and a leases (only if you are not using your own lease), for you and the family to sign. The Housing Assistance Payment Contract is a legal agreement between you and the Housing Authority and it outlines your rights and responsibilities as a landlord. We will also be attaching to your lease, a Tenancy Addendum and it will become a part of the lease. This form contains the HUD language required to be a part of the lease. If this lease and the Tenancy Addendum conflict, the Tenancy Addendum overrides your lease. If you use our "Model Lease" then this wording is already incorporated. The dates on your lease and the Housing Assistance Payment Contract must coincide, so you may want to leave the dates blank until it is determined when the Contract will begin, then you can fill in the dates on the lease at that time. The Housing Assistance Payment Contract will show you how much the Housing Authority will be paying in behalf of the tenant and the tenant will be responsible for the balance.

Housing Assistance Payment

The Housing Assistance Payment is the subsidized portion of the rent paid directly to you by the Housing Authority. After all contracts and leases are signed and returned to the Housing Authority, the Housing Authority will send you your first Housing Assistance Payment. Housing Assistance Payments are made on the first working day of each month. The tenant is responsible for their portion of the rent.

Annual Recertification and Inspection

Each year the Housing Authority must reexamine the family's income, family composition and recalculate the family's portion of the rent. You will receive notice of any change in the family's portion of the rent or the Housing Assistance Payment.

The Housing Authority will conduct an inspection annually to assure that the home continues to meet Housing Quality Standards. If the home has deficiencies, the owner is responsible for taking corrective action within 30 days. The Housing Authority will also make special inspections in response to complaints by the tenant or landlord.

Rent Increases

After the first year of the lease (or depending on the language of the lease), if you desire an increase in rent, then you must submit your request in writing (and your reason for the rent increase) 60 days in advance. Upon receipt of this written request our office will review it for approval to determine if the rent will still be reasonable. If the rent is determined unreasonable, our office will attempt to negotiate if this amount is not accepted by the landlord, then the tenant will be required to move.

Termination of Tenancy

You may terminate the tenant's lease (or evict if necessary) for noncompliance with the lease and failure to carry out their responsibilities under state or local tenant/landlord laws. You may not terminate the lease without stated cause. You do have to have "good cause" to terminate tenancy within the first year of the lease.

If the tenant becomes ineligible for assistance from the Housing Authority for any reason, you may continue to lease to the family without receiving payments from the Housing Authority or terminate the lease in accordance with the lease terms.

Landlord Responsibilities

- 1. Screen the family to be sure they will be good tenants. You should look at the rental history, credit history and criminal record history.**
- 2. Obey the lease with the family and contract with the Housing Authority. This includes giving certain information to the Housing Authority.**
- 3. Maintain the home to Housing Quality Standards.**
- 4. Follow fair housing and equal opportunity requirements.**
- 5. Notify the Housing Authority if the family does not obey the lease or if there is any other problem with the family.**
- 6. Collect from the family:**
 - a. Any security deposit**
 - b. The family's portion of rent**
 - c. Any charge to repair damage that the family caused. (The owner is not responsible for a breach of HQS that is not caused by the owner and for which the family is responsible.)**
- 7. Pay for any utilities and services for which you are responsible under the lease.**
- 8. The owner is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the Housing Authority has determined that approving rental of the unit, would provide reasonable accommodation for a family member who is a person with disabilities.**

If you, as a landlord, would like to participate in the Section 8 Rental Assistance Program, please fill out the enclosed form regarding the property you would like listed and return it to the Housing Authority. The property listing is generally kept for two months. To continue the listing for more than the two month period, you will need to contact the Housing Authority.

Rental Unit

Date unit will be available _____
Property Owner's name _____
Address _____
Phone _____
Agent's Name (if applicable) _____
Address _____
Phone _____
Address of Unit _____
Bedroom Size _____
Rent Amount _____
Security Deposit _____

Description of Unit

Circle answer

Cook Stove supplied by	Owner	Tenant		
Refrigerator supplied by	Owner	Tenant		
Stove fueled with	Natural Gas	Electric	Propane	Other
Heating fueled with	Natural Gas	Electric	Propane	Other
Water Heater fueled with	Natural Gas	Electric	Propane	Other
Electric bill paid by	Owner	Tenant		
Natural Gas bill paid by	Owner	Tenant		
Water paid by	Owner	Tenant		
Sewer paid by	Owner	Tenant		
Trash Removal paid by	Owner	Tenant		
Septic System				
Well Water				



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