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Landlord information Packet

Section 8 Housing Program

This Packet has been prepared for landlords/owners in appreciation of your interest in participating in the Section 8 Housing Choice Voucher Program.

The Section 8 Housing Choice Voucher Program is a federally regulated and funded program through the department of Housing and Urban Development (HUD). Brighton Housing Authority (BHA) administers the program throughout the city of Brighton. The purpose of the program is to offer affordable, safe, and sanitary housing to low income residents of Brighton.

The regulations for the Housing Choice Voucher Program are determined by the U.S. Department of Housing and Urban Development (HUD).

Program Integrity

While most landlords and owners who take part in the Housing Choice Voucher Program abide by the rules and the terms of the HAP contract, from time to time some do not. The overall objective of BHU is to avoid any misunderstandings that may result from owner's violations by making sure that the program rules are understood.

Benefits of the Section 8 Program

Landlord Benefits

- You yourself continue to screen and select your renters.
- Rental assistance payments are made directly to you.
- The Housing Authority will visit your property annually to ensure its safety.
- You'll have the opportunity to help the elderly, persons with disabilities and families with low to moderate income.

Community Benefits

- Reduces need for construction of public financed housing.
- Least costly way to provide affordable housing by integrating affordable housing into private market.
- The family will have more disposable income.

Renter Benefits

- Families can keep their privacy while receiving public assistance.
- Families pay about 30% of their monthly income toward rent allowing them to pay for school expenses and/or medical care.
- Families may live anywhere within their community.

The Payment Standard

- Payment standard is proven by the PHA and is set between 90% & 110% of the HUD established fair market rent (FMR) for the program and the area.
- Based on the occupancy guidelines established by HUD
- Depending on the family's arrangement and the bedroom size for the unit. Example the payment standard is higher for families requiring 3-bedroom units than for families requiring 1-bedroom units.

Lease

- The lease is the agreement between the tenant and the Landlord.
- The lease must comply with state and local laws.
- Landlord must use their own lease and must be submitted to BHA for review before effective.
- The Initial lease term is for 12 months and the lease term can be renewed on a yearly or month to month basis.

Lease Termination

1. Mutual rescission: The Landlord and Participant may sign an agreement to void the terms of the lease. The rescission date should be at the end of the month. The BHU may not be able to pay a partial/prorated payment if the rescission date is not at the end of the month.
2. Eviction: The landlord may terminate the Lease by instituting a court action for violation of the terms of the lease. Some examples of lease violations that are grounds for eviction are the following:
 - Non-payment of rent;
 - Failure to reimburse repair costs;
 - Repeated late payment of rent;
 - Permitting unauthorized persons to live in unit;
 - Serious or repeated damage to the unit or common areas;
 - Serious or repeated interference with the rights and quiet enjoyment of other tenants or neighbors.

❖ **A copy of the eviction notice given to the tenant must also be given to the Housing Authority.**

After the initial 12 month term of the lease one of the following applies:

- The landlord may choose not to renew by giving at least thirty days written notice to the tenant. It must be active only at the end of a month and a copy of the notice must be delivered to BHA.

OR

- Let the tenant and BHA know in writing the lease will continue on a month to month basis or other lease terms.

Give Prompt Notice to the BHA If:

1. Tenant vacates the unit without notice: Immediately call and inform the Housing Authority.
2. The owner takes action to evict or issues a 30 day notice to vacate: A copy of the notice to the tenant must always be given to BHA.
3. Lease renewal: Renewal packets are mailed to the tenant and landlord about 3 months before the lease is voided. The tenant and landlord are required to complete the paperwork. If you plan on increasing the contract rent, you must give a 60 day written notice to the tenant and a copy to BHA.
4. All rent increases must be put in writing to the Housing Authority and approved.

Security Deposit- all Colorado Tenant/Landlord laws apply

The tenant is responsible for the total security deposit. It is the responsibility of the landlord to collect it. Families shall be expected to obtain the funds to pay security and utility deposits, if required from their own resources and/or other private sources.

- o If family vacates the unit the owner subject to state and local law may utilize the deposit as reimbursement for any unpaid rent and damages under the terms of the lease. If the family vacates the unit not owing rent or other expenses under the lease, or if such amount is less than the amount of the security deposit the owner will refund the amount of the unused balance of the security deposit, as the case may be to the family. If the tenant damages the unit beyond normal wear and tear the tenant is responsible for the expense.

Request for Tenancy Approval (RFTA)

Once you determine that a Participant will be a suitable tenant, complete the RFTA form. The tenant will have this document and will provided it to you for completion. By executing the request you are certifying the amount of the rent most recently charged for the rental unit and certifying the reason for any change in amount. **You cannot charge more rent for this unit than for other similar unassisted units.** This form must be completed in full and returned to BHA's office for contract preparation. The BHA is not responsible for any part of the rent until the unit is inspected, the contract is executed and received in our office. Incomplete forms will not be processed and may delay payment to the landlord.

IRS Form W-9

New landlords must complete the W-9 form attached to the request for Tenancy approval. The tax identification or social security number you provide must belong to the owner or persons responsible for payment of taxes. At year end, the BHA will send you an IRS form 1099. The amount recorded is for rental assistance payments that we have made to you on behalf of the tenant(s). No housing assistance payments can be processed until we have the completed W-9 form and direct deposit from for our records. These forms may be faxed to **303.655.2164**.

Housing Assistance Payment (HAP) to Owner

BHA will begin making payments to the owner after the unit has been approved and the HAP contract has been signed. BHA will directly deposit the payment into your bank account. BHA will only make deposit twice a month on the 1st and the 15th of the month. BHA will continue to make monthly payments as long as the family continues to meet eligibility criteria as long as the unit qualifies under the program, and as long as the participant remains in the unit.

Housing Assistance Payment (HAP) Contract

The HAP is a contract agreement between the BHA and the landlord that outlines the rights and responsibilities of both parties. No payments can be made by BHA until the contract is implemented. If the contract is canceled payments will be discounted.

Monthly rent Collection

Regardless of the rental portion due from the tenant, the landlord must collect the rent monthly and take action to families who are not current on their portion of the rent. The BHA's portion will be mailed out to you on the first of every month as long as the contract is in effect. The landlord may evict the family for non-payments of their portion of the rent.

Contract may be canceled if:

- The participating family violates their program obligations, commits fraud or breaches an agreement to reimburse BHA.
- The unit does not continue to meet Housing Quality Standards (HQS).
- The landlord violates any obligations under the contract, and/or if the family moves or vacates the unit without notice.

Unit Inspection

BHA will schedule an inspection of the rental unit within 5 working days from receipt of the request of lease approval. Inspections are scheduled on week days from Monday to Friday during normal business hours of (9:00 a.m. to 4:00 p.m.).

At the Time of Inspection:

- The unit must be ready for move-in which means: the unit must be vacant and all cleaning, repairs, and remodeling that you intend to complete prior to the participation moving in must be finished before the inspection date. The inspection report will also serve as the unit condition report for our records.
- All utilities must be connected (water, electricity, and heat). All appliances must be connected and working (refrigerator, and stove).

If the unit does not pass inspection, an appointment for re-inspection of the failing items will be necessary. The (HAP) Housing Assistance Payments contract cannot be executed and no payment will be made until the unit meets HQS. The landlord and the tenant will be given a copy of the failed items in need of repair by the inspector once the inspection is complete. If the landlord is unavailable a copy will be mailed.

The unit must meet HQS to pass inspection, some examples are:

1. Bedrooms must have a window that opens and locks.
2. Kitchen and bath must have a fixed overhead light and one additional electrical outlet. All other room must have either an overhead light and one outlet, or two outlets.
3. Kitchen and bath must have hot and cold running water.
4. Bathrooms must have a sink, shower/tub, commode and an operable window or an operating fan/vent.
5. Refrigerator and stove must be fully operable. (All burners and the oven will be checked).
6. Foundations, stairs, porches, and railings must be sound. Stairways with more than 4 steps must have secure railings.
7. Hot water heater must have a pressure relief valve and discharge line; there must be an adequate, safe source of heat; no leaking plumbing.
8. There should be no peeling, cracking or chipping paint.

The Landlord must agree to maintain the property to continue to meet (HQS) Housing Quality Standards during the term of the contract.

Property Maintenance

The landlord agrees to maintain the unit to provide decent, safe and sanitary housing in accordance with HQS. The landlord must promptly correct any defects, both tenant caused damage and “normal wear and tear”. The BHA cannot make any payments for a unit that does not meet HQS.

Periodic Inspection of Your Property

When you sign the HAP contract with the BHA you are agreeing that:

- o The unit is safe, decent and sanitary and that the owner is providing all services maintenance and utilities agreed to in the lease.
- o The unit is leased to the family named in the members of the family on the lease will occupy the unit.

Common Owner Violations

1. **Failing to maintain the unit-** The owner is responsible for normal maintenance and up keeping of the unit. Repairs should be made in a timely manner.
2. **Acceptance payments after a tenant vacates the units-** If the family moves in violation of the lease the owner MUST notify the BHA immediately.
3. **Demanding or accepting side payments-** Since the BHA determines the amount the family pays for rent, any additional payments must be approved by BHA.

Procedures for the Landlord

Screening and selecting tenant- Families deemed eligible for participation in this program by BHA have not been screened for suitability ad tenants. As the Landlord, it is your responsibility to select a resident for your property. The BHA strongly encourages all landlords to thoroughly “qualify” all prospective tenants.

As you review a family’s background and rental history, consider the following:

- Paying rent and utility bills
- Criminal background
- Caring for the property
- Respecting the rights of others to peaceful enjoyment of their residence

Non-Discrimination- As a landlord, you must abide by all applicable non-discrimination laws. It is illegal to discriminate against any person because of their race, color, sex, national origin, familial status, religious preference, or handicap. However, it is your responsibility to screen tenants. It is not discrimination to refuse Section 8 tenant if they did not meet your screening criteria.

